

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE ALHAMBRA, CALIFORNIA 91803-1331 Telephone: (626) 458-5100 www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO: P.O. BOX 1460 ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE: AS-0

June 1, 2006

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, CA 90012

Dear Supervisors:

STREET SWEEPING SERVICES
SUPERVISORIAL DISTRICTS 1 AND 4
3 VOTES

IT IS RECOMMENDED THAT YOUR BOARD:

- 1. Find that the contract work is exempt from the provisions of the California Environmental Quality Act (CEQA).
- 2. Find that this service can be more economically performed by an independent contractor than by County employees.
- 3. Award the contract for Street Sweeping Services in Valinda/Hacienda Heights in the annual sum of \$329,677 to Joe's Sweeping Inc., d.b.a. Nationwide Environmental Services. Direct the Mayor to execute this contract. This contract will be for a term of one year, commencing on July 1, 2006, with two 1-year renewal options, not to exceed a total contract period of three years. Funds are available in Public Works' 2006-07 Road Fund.
- 4. Delegate authority to the Director of Public Works to annually expend an extra 15 percent of the annual contract sum for additional, unforeseen sweeping services within the scope of this contract.

5. Authorize the Director of Public Works to grant month-to-month extensions in the contract's final term not exceeding a total of six months, for the convenience of the County; to terminate it, if, in the opinion of the Director, it is in the best interest of the County to do so; and to execute any future Board-approved amendments.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to continue to obtain economical street sweeping services from a responsive and responsible contractor. Public Works has been contracting for street sweeping services in this area since 1994. The recommended contract will annually service County-maintained streets, highways, and alleys of approximately 18,625 curb and 44 paved alley miles.

<u>Implementation of Strategic Plan Goals</u>

This action is consistent with the County Strategic Plan Goals of Fiscal Responsibility, Organizational Effectiveness, and Children and Families' Well-Being. This contract will improve internal operations through the utilization of the contractor's expertise to effectively provide this service in a timely, responsive, and cost-effective manner as well as improve the quality of life in the County.

FISCAL IMPACT/FINANCING

The contract's annual amount for street sweeping services in Valinda/Hacienda Heights is \$329,677. This contract will have a contingency of 15 percent for additional, unforeseen sweeping services within the scope of the contract. The annual amount is based on the annual price quoted by the contractor. The additional funds may be used for emergency sweeping and/or additional sweeping services identified by the County during the term of the contract and will not be expended without the authorization of the Director. This contract will be for a term of one year, commencing on July 1, 2006, with two 1-year renewal options, not to exceed a total contract period of three years.

Financing for this contract is included in Public Works' 2006-07 Road Fund. In addition, should an unanticipated need arise in other Public Works funds, we will finance the service from the appropriate fund source. However, total annual expenditures for sweeping services will not exceed the contract's amount as approved by your Board. There will be no impact on net County cost.

Using methodology approved by the Auditor-Controller, Public Works has calculated the cost-effectiveness of contracting for this service. Based on the cost calculations,

Public Works has determined that this service can be more economically performed by an independent contractor than by County employees.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This contract has been executed by the contractor and approved as to form by County Counsel.

Public Works has determined that the contractor complies with the requirements of the Living Wage Program (Los Angeles County Code Chapter 2.201) and agrees to pay their full-time employees providing County services a living wage.

Public Works has accessed available resources to review and assess the proposed contractor's past performance, history of Labor Law violations, and prior performance on County contracts.

ENVIRONMENTAL DOCUMENTATION

With respect to the requirements of CEQA, this service is categorically exempt as set forth in Section 15301 (c) of the State CEQA guidelines.

CONTRACTING PROCESS

On March 9, 2006, Public Works solicited proposals from 68 independent contractors and community business enterprises to accomplish this work. Also, notice of the Request for Proposals (RFP) was placed on the County's bid website (Enclosure A) and an advertisement was placed in the Los Angeles Times.

Pursuant to the Memorandum of Understanding, the RFP for this contracted service was submitted on March 8, 2006, to the union for review before being released to the public. The union declined to meet with Public Works.

On April 3, 2006, three proposals were received for Valinda/Hacienda Heights. All proposals were first reviewed to ensure they met the mandatory requirements outlined in the RFP. All proposals having met these requirements were then evaluated by an evaluation committee consisting of Public Works staff. The committee's evaluation was based on criteria described in the RFP, which included price, experience, work plan, equipment, financial resources, references, and demonstrated controls over payroll/record keeping.

Based on these evaluations, it is recommended that the contract for this service be awarded to the highest-rated, most responsive, and responsible proposer as recommended above.

Filing of this Board letter was delayed due to the necessity of negotiating terms with the selected vendor to facilitate the County's desire to develop and implement posted sweeping routes that will accommodate anticipated garbage disposal franchises and enable the establishment of alternate day sweeping.

Enclosure B reflects the proposer's minority participation. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

This contract contains terms and conditions supporting Board-sponsored policies, such as contractor responsibility and debarment (revised), jury service requirements, the Safely Surrendered Baby Law, and charitable activities compliance.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is started.

As requested by your Board, the contractor has submitted a safety record, which, in our opinion, reflects that activities conducted by the contractor in the past has been according to reasonable standards of safety.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that this contractor will not be requested to perform services that will exceed the contract's approved amount, scope of work, terms and conditions, and/or duration.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees as this service is currently being contracted.

CONCLUSION

Enclosed are three copies of the contract. Upon approval, please return the Contractor Execute and Department Conform copies to this office. The original Board Execute copy should be retained for your files.

One adopted copy of this letter is requested.

Respectfully submitted,

DONALD L. WOLFE Director of Public Works

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Enc. 5

cc: Chief Administrative Office

County Counsel



AGREEMENT FOR STREET SWEEPING SERVICES FOR VALINDA/HACIENDA HEIGHTS

STREET SWEEPING SERVICES FOR VALINDA/HACIENDA HEIGHTS					
THIS AGREEMENT, made and entered into this day of, 2006 by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California a body corporate and politic (hereinafter referred to as COUNTY) and Joe's Sweeping, Inc. d.b.a. Nationwide Environmental Services, a California corporation (hereinafter referred to as CONTRACTOR).					
<u>WITNESSETH</u>					
<u>FIRST</u> : The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on April 3, 2006, hereby agrees to provide services as described in the attached specifications for Valinda/Hacienda Heights Street Sweeping Services, including, but not limited to, Exhibit A, Scope of Work.					
SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Vicinity Map for Valinda/Hacienda Heights; and the CONTRACTOR'S Proposal, all attached hereto, the Request for Proposals and Addenda to the Request for Proposals are incorporated herein by reference and are agreed by the COUNTY and the CONTRACTOR to constitute an integral part of the Contract documents.					
THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an annual amount not to exceed \$329,677 (Maximum Contract Sum), or such greater amount as the Board may approve.					
<u>FOURTH</u> : This Contract's initial term shall be for a period of one year, commencing on July 1, 2006. At the discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of three years. The COUNTY, acting through the Director, may extend the final contract term on a month-to-month basis, not to exceed a total of six months, for the convenience of the COUNTY.					
FIFTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the unit prices quoted in Form PW-2, Schedule of Prices. // // // // // // // // // // // // /					

<u>SIXTH</u>: Public Works will make payments to the CONTRACTOR within 30 days of receipt of a properly completed invoice. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works Attention Fiscal Division, Accounts Payable P.O. Box 7508 Alhambra, CA 91802-7508

<u>SEVENTH</u>: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

<u>EIGHTH:</u> The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

<u>TENTH:</u> In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal conflict with the COUNTY'S specifications, requirements, terms, and conditions as reflected in this AGREEMENT, or in Exhibits A through E, inclusive, the COUNTY'S provisions shall control and be binding.

<u>ELEVENTH:</u> The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

<u>TWELFTH</u>: This Contract constitutes the entire AGREEMENT between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

 IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Mayor of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

	COUNTY OF LOS ANGELES
ATTEST:	By Mayor, Los Angeles County
SACHI A. HAMAI Executive Officer of the Board of Supervisors of the County of Los Angeles	
By Deputy	
APPROVED AS TO FORM:	
RAYMOND G. FORTNER, JR. County Counsel	
ву	
Deputy	JOE'S SWEEPING INC., d.b.a. NATIONWIDE ENVIRONMENTAL SERVICES
	By <u>necous Ammelia</u> Its President
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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California	•
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County of LOS Angeles	
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☐ Partner — ☐ Limited ☐ General	
☐ Attorney in Fact	
☐ Trustee	
☐ Guardian or Conservator	
Other:	
Signer Is Representing:	
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Award information has not been added at this time.

Bid Information

Bld Number: PW-ASD 609

BId Title: STREET SWEEPING SERVICES - REQUEST FOR PROPOSALS

Bid Type: Service Department: Public Works

Commodity: STREET SWEEPING SERVICES

Open Date: 3/9/2006

Closing Date: 4/3/2006 2:00 PM

Notice of Intent to Award: View Detail

Bid Amount: N/A

Bid Download: Not Available

Bid Description: PLEASE TAKE NOTICE that the County of Los Angeles, through its Department of Public Works, requests proposals for separate contracts for Street Sweeping Services in the below-mentioned areas. Proposers must meet all minimum requirements set forth in the Request for Proposals (RFP) document. If not enclosed with this letter, the RFP with contract specifications, forms, and instructions for preparing and submitting proposals may be requested by accessing this link at ftp://dpwftp.co.la.ca.us/solicitationdocuments/sweep.pdf or from Mr. Scott Smith at (626) 458-4055,

Monday through Thursday, 7 a.m. to 5 p.m.

You are invited to submit separate price proposals to perform this service in one or more of the five areas shown. Only proposals that include all information requested in the enclosed specifications will be evaluated.

A Proposers' Conference will be held on Monday, March 20, 2006, at 2 p.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room B. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE IS MANDATORY. Public Works will reject proposals from those whose attendance cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the Conference, it may be impossible to respond to further requests for information. The deadline to submit proposals is Monday, April 3, 2006, at 5:30 p.m. Please direct your questions to Mr. Smith at the number above.

SCHEDULE OF STREET SWEEPING AREAS LOCATIONS SUPERVISOR DISTRICT ESTIMATED ANNUAL ABATEMENT COST Azusa/Covina/Claremont 1 \$240,000 Marina Del Rey 1 \$100,000 San Pedro 2 \$47,000 South and West Whittier 2 \$420,000 Valinda/Hacienda Heights 5 \$310,000

The conference facility complies with the Americans with Disabilities Act (ADA). With four business days' notice, Public Works will make all reasonable efforts to provide information in alternate formats and other accommodations for people with disabilities. For the ADA Coordinator, please call (626) 458 4081 or TDD at (626) 282 7829, Monday through Thursday, 7 a.m. to 5:30 p.m.

Contact Name: Scott Smith Contact Phone#: (626) 458-4055 Contact Email: scsmith@ladpw.org Last Changed On: 3/8/2006 5:10:52 PM

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LOCAL SBE-FIRM-ORGANIZATION FORM.DOC OAAC Rev. 09/2002 PW Rev. 11/9002

SCOPE OF WORK

STREET SWEEPING SERVICES

A. Public Works Contract Manager

For the Azusa/Covina/Claremont area and Valinda/Hacienda Heights area, Public Works Contract Manager will be Mr. David Oboza of Road Maintenance Division, who may be contacted at (626) 337-1277, e-mail address: doboza@ladpw.org, Monday through Thursday and alternate Fridays from 7 a.m. to 4 p.m.

For the Marina Del Rey area and San Pedro area, Public Works Contract Manager will be Mr. Jeffrey Donaldson of Road Maintenance Division, who may be contacted at (310) 348-6448, ext. 235, e-mail address: jdonald@ladpw.org, Monday through Thursday from 6:30 a.m. to 4 p.m.

For the South and West Whittier area, Public Works Contract Manager will be Mr. Brian Le of Road Maintenance Division, who may be contacted at (562) 869-1176, e-mail address: ble@ladpw.org, Monday through Thursday from 6:30 a.m. to 4:00 p.m.

The Contract Manager is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change Contract Managers. The Contractor will be notified in writing when there is a change in Contract Manager.

B. Work Location

Exhibits E through I, Project Location/Vicinity Maps, provide a more detailed outline of each street sweeping area's limits.

C. Services to be Performed

The Contractor shall sweep and/or clean once a week all public streets, paved alleys, and curbed medians within the street sweeping area's limits as shown in Exhibit E through I, as appropriate, Project Location/Vicinity Maps. The word "sweeping" shall define an operation, and the method shall not be limited to the use of a power broom street sweeper. Unless otherwise stated, work shall be measured in either Curb Miles or Paved Alley Miles. A "Curb Mile" is defined as a swept path not less than 5-feet wide for a total length of 5,280 feet. A "Paved Alley Mile" is defined as a swept path not less than 20 feet wide for a total length of 5,280 feet.

Sweeping a street shall normally consist of a single pass at a maximum speed of not more than 6 miles per hour (8 miles per hour for the South and West Whittier area) on each side of the street adjacent and parallel to the curb face and shall include curb returns and cross gutters at intersecting streets. Where there is a raised median, sweeping shall also consist of a single swept path on each side of the median adjacent and parallel to the median curb face.

Sweeping an alley shall normally consist of single swept path on each side to the alley adjacent and to the right of the flow line or centerline of the alley at a maximum speed of not more than 6 miles per hour (8 miles per hour for the South and West Whittier area).

Water shall be used while sweeping to minimize dust if a power broom sweeper is used. In the event that the results of a sweeping operation are considered unsatisfactory by the Contract Manager, in accordance with this Exhibit's Section E, Standard of Performance, below, the Contractor shall sweep or clean the unsatisfactory area again, at no cost to the County, within 2 calendar days without interruption of the regular sweeping schedule.

Curbed areas that cannot be swept with power sweeping equipment, such as, but not limited to, narrow cul-de-sacs, median noses, and portions of left turn pockets shall be hand cleaned to comply with this Exhibit's Section E, Standard of Performance, below.

The Contractor shall inform the Contract Manager of any problems or conditions which may be a public hazard or interfere with normal sweeping operations. These problems or conditions shall include, but not be limited to, fallen trees, obstructed roadways or alleys, low overhanging branches, abandoned vehicles, and large potholes. These problems or conditions shall be reported by the Contractor to the Contract Manager as soon as the condition is identified. Dead animals shall be reported to Animal Control at (310) 523-9566.

D. Parking Lot Sweeping – Marina del Rey Area Only

In addition to sweeping of streets, curbed medians, paved alleys and other incidental work, the Contractor shall also sweep public parking lots operated by the County of Los Angeles Department of Beaches and Harbors in Marina del Rey designated as Parking Lots 1 through 19.

Sweeping a parking lot shall normally consist of a single swept path adjacent and parallel to the perimeter of the parking lot and adjacent and parallel to any raised medians within the boundaries of the parking lot at a maximum speed of not more than 6 miles per hour.

Notwithstanding any provision of this Contract requiring the Contractor to conduct all of its activities and operations within the confines of public roadways, the

Contractor shall enter upon and provide services within the specified public parking lots.

E. Standard of Performance

The primary objective of street sweeping is to remove all leaves, paper, dirt, rocks, glass, bottles, cans, and other debris to ensure free flow of water in the gutter and to maintain streets in a state of cleanliness. The Contract Manager will make the final determination as to whether the work has been satisfactorily completed, the Contract Manager may direct the Contractor to resweep the unsatisfactorily swept area(s) not swept at all, if the area(s) can be reswept during the same business day. If the area(s) cannot be reswept during the same business day by the Contractor, the Contract Manager may deduct payment to the Contractor in accordance with this Exhibit's Section O, Inspection and Acceptance of the Work.

F. <u>Disposal of Refuse and Debris</u>

All debris and refuse collected from these operations shall become the property of the Contractor. The Contractor shall dispose of all refuse and debris collected during sweeping operations, at no additional cost to the County, by hauling to a legally established area for the disposal of solid waste. When storage of refuse and debris is necessary prior to disposal, the Contractor shall locate and arrange for use of a temporary storage site off the road rights of way. The Contractor will not be allowed to use the rights of way or Public Works' facilities as temporary storage sites.

G. Key Control - Marina del Rey Area Only

The County of Los Angeles Department of Beaches and Harbors, 13837 Fiji Way, Marina del Rey, CA 90292, will provide the Contractor with all keys and gate cards that the Contractor will need in order to perform the Contract work. The Contractor shall report all lost and stolen keys and gate cards to the Department of Beaches and Harbors within 24 hours of discovery of their loss and shall reimburse the Department of Beaches and Harbors for the cost of changing locks and keys. Upon termination of this Contract, all keys and gate cards shall be returned to the Department of Beaches and Harbors within 5 days. The Contractor shall not duplicate any keys and gate cards without the Department of Beaches and Harbors' prior written consent. Duplication of keys and gate cards without such consent is a misdemeanor (California Penal Code Section 469) and a breach of contract.

H. Storage Facilities

Public Works will not provide storage facilities for the Contractor.

I. Water

The Contractor shall furnish all water necessary for sweeping operations in accordance with this Exhibit's Section C, Services to be Performed.

J. Rights of Way

The Contractor shall conduct all of its activities and operations within the confines of public roadways. The Contractor shall not allow its employees to use private property for any reason or to use water from such property without written permission from the owner. If, for any reason, the Contractor elects to encroach upon other lands, the Contractor shall first obtain written permission from the owner and provide evidence of such permission in writing to the Contract Manager prior to entering upon such lands. In performing any work or doing any activity on lands outside of public rights of way, the Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations.

The Contractor shall indemnify and hold the County harmless from all claims for damages occasioned by such work or activity, whether done in compliance with this Section and with permission or in violation of this Section without permission.

K. Authority of Board and Contract Manager

The Board has the final authority in all matters affecting the work. Within the scope of this Contract, the Contract Manager has the authority to enforce compliance with the Plans and Specifications. The Contractor shall promptly comply with instructions from the Contractor Manager or an authorized representative.

On all questions relating to quantities; the acceptability of equipment or work; the execution, progress or sequence of work; and the interpretation of the Specifications or the Plans, the decision of the Contract Manager will be final and binding and shall be precedent to any payment under this Contract, unless otherwise ordered by the Board.

L. <u>Best Management Practices</u>

Best Management Practices (BMPs) shall be defined as any program, technology, process, sitting criteria, operating method, measure, or device which controls, prevents, removes, or reduces pollution. The Contractor shall obtain and refer to the California Storm Water Best Management Practice Handbooks, Volume 3 Construction BMP Handbook and the County of Los Angeles Department of Public Works Best Management Practices Handbook for Construction Activities. These publications are available from:

County of Los Angeles Department of Public Works Mezzanine Cashier Office 900 South Fremont Avenue Alhambra, CA 91803 Telephone (626) 458-6959

The Contractor shall have a readily accessible copy of each publication in the street sweeping area at all times. As a minimum, the Contractor shall implement the following BMPs in conjunction with all its sweeping activities:

NO. CD10(2) CD11(2) CD12(2)	MATERIAL MANAGEMENT Material Delivery and Storage Material Use Spill Prevention and Control
NO. CD13(2) CD14(2) CD15(2) CD16(2)	WASTE MANAGEMENT Solid Waste Management Hazardous Waste Management Contaminated Soil Management Concrete Waste Management
NO. CD18(2) CD19(2) CD20(2)	VEHICLE AND EQUIPMENT MANAGEMENT Vehicle and Equipment Cleaning Vehicle and Equipment Fueling Vehicle and Equipment Maintenance
<u>NO.</u> CA 40	TRAINING Employee/Subcontractor Training
<u>NO.</u> CD26A(2)	PHYSICAL STABILIZATION Soil Stabilizer/Dust Control

Additional BMPs may be required as a result of a change in actual field conditions, Contractor activities, or construction operations. When more than one BMP is listed under each specific BMP category, the Contractor shall select the appropriate and necessary number of BMPs within each category in order to achieve the BMP objective.

BMPs for Contractor activities shall be continually implemented throughout the year. BMPs for erosion control and sedimentation shall be implemented during the period from October 15 to April 15 and whenever the National Weather Service predicts rain within 24 hours. BMPs for erosion control and sedimentation shall also be implemented prior to the commencement of any Contractor activity or operation which may produce runoff and whenever runoff from other sources may occur.

The County, as a permittee, is subject to enforcement actions by the State Water Resources Control Board, Environmental Protection Agency, and private citizens. Full compensation for the implementation of BMPs shall be considered as included in the "Total Annual Proposed Price" shown in Form PW-2, Schedule of Prices. Should Contractor fail to comply with any BMP, the County will suffer damages, including, but not limited to, having to bear the risk of delay and disruption of its street sweeping program. The amount of such damages is and will continue to be extremely difficult and impracticable to ascertain. Execution of this Contract shall constitute agreement by the County and the Contractor that \$1,000 per day is the minimum value of the cost and actual damage caused by the Contractor's failure to fully implement any BMP, that such sum is liquidated damages and shall not be construed as a penalty and that such sums may be deducted from payments due to Contractor if such failure occurs. However, such liquidated damages do not include losses resulting from the imposition of fines and penalties and other enforcement actions by administrative agencies. The County may assess the Contractor, as liquidated damages, \$1,000 for each calendar day that the Contractor has not fully implemented one or more of the BMPs specified for this Contract and/or is otherwise in noncompliance with these provisions. In addition, Contractor shall defend, indemnify, and hold harmless the County and its officers, employees, and agents from any fine, penalty, or enforcement action (including attorney fees, legal costs, and staff costs) imposed or brought by any person or entity on account of the Contractor's alleged lack of compliance with these provisions or nonimplementation of the specified BMPs. The County may deduct, from the payment due the Contractor, amounts necessary to cover such fines and costs.

M. Work Schedule

A complete schedule of weekly sweeping shall be submitted to the Contract Manager for approval prior to any work being done under this Contract. The schedule shall include the Curb Miles and Paved Alley Miles of streets, alleys, and medians to be swept daily as well as the daily starting time.

Also, a route map shall be submitted as part of the schedule, showing streets, alleys, and medians to be swept each day by the Contractor. The Contractor shall indicate the daily sweeping route on the maps in an appropriate and understandable manner that is acceptable to the Contract Manager. Changes in the schedule for the convenience of the Contractor will require approval by the Contract Manager prior to being included in the weekly work. The County reserves the right to require the Contractor to sweep specific areas on specified days and at specified times of the day. The following guidelines will generally be applicable:

 Sweeping of streets that have posted parking restrictions specified for street sweeping shall only be swept during the posted day and hours.

- 2. Areas shall not be swept on the same day trash pickup is scheduled. Whenever feasible, sweeping shall be scheduled the day after trash pickup. The Contractor shall be responsible for determining when trash pickups are scheduled.
- 3. Streets adjacent to schools and commercial developments shall be swept prior to 7 a.m. or such time as daily public activities start.
- 4. Streets adjacent to apartments, condominiums, or other areas where all night on-the-street parking is prevalent shall be swept after 8 a.m.
- 5. Major highways shall not be swept during peak traffic hours.
- 6. Residential areas shall not be swept prior to 7 a.m. or after 3:30 p.m.
- 7. Street sweeping shall be scheduled such that both sides of a street are not swept in the same day, unless the Contract Manager directs otherwise.

N. <u>Prosecution of Work</u>

To minimize public inconvenience, the Contractor shall diligently prosecute the work in the manner and at the times specified in this Exhibit A, Scope of Work, and shall at all times comply with the approved sweeping schedule. If, as determined by the Contract Manager, the Contractor fails to prosecute the work to the extent that the public may be inconvenienced, the Contractor shall, upon orders from the Contract Manager, immediately resume diligent prosecution of the work. All cost of prosecuting the work as described herein shall be included in the Contractor's "Total Annual Proposed Price."

Should the Contractor continue to fail to prosecute the work diligently after orders of the Contract Manager to do so, the Contract Manager may suspend the work in whole or in part until such time as the Contract Manager, in his or her sole discretion, determines that the Contractor will resume diligent prosecution of the work. All expenses and losses incurred by the Contractor as a result of such suspensions shall be borne by the Contractor.

O. <u>Inspection and Acceptance of the Work</u>

The Contractor shall implement a Contract Quality Control Plan as required under this Exhibit's Section W, Quality Control. The Contractor shall routinely inspect the work to ensure compliance with the Plans and Specifications, approved schedules, and Contractor quality standards.

The Contract Manager may inspect the work to assure that the quality of street sweeping services is in compliance with Terms and Conditions of this Contract.

The Contract Manager may inspect by sampling the quality of the work at up to 20 random locations immediately after they are scheduled to be swept.

A "location" is generally defined as an alley and/or side of any street between two adjacent streets, a cul-de-sac, and/or a dead-end street. A 5 percent deduction of payment for that day's sweeping mileage shall be assessed for each and every location that is not swept in accordance with these Specifications and Plans. Photos and documentation for all deficient locations will be provided to the Contractor on the working day following the inspection for all deficient locations.

The Contract Manager will use the following general guidelines to determine if the street was swept properly:

- 1. No debris shall be in or on the street or gutter within 8 feet of the curb face. Debris includes, but is not limited to, trash, grass, leaves, soil, bottles, broken glass, rocks, and other refuse.
- 2. A trail of debris shall not be left along the street or gutter.
- 3. An inordinate amount of debris, which would indicate that the location had not been swept properly.

P. <u>Suspension of Work</u>

The work may be suspended in whole or in part when determined by the Contract Manager that the suspension is necessary in the interest of the County. The Contractor shall comply immediately with any written order of the Contract Manager suspending work. Such suspension shall be without liability to the Contractor on the part of the County except as otherwise specified in this Exhibit's Section Y, Additional Sweeping.

Q. Noncompliance with Plans and Specifications

Failure of the Contractor to comply with any requirement of these Specifications and Plans, and to immediately remedy any such noncompliance upon notice from the Contract Manager, may result in suspension of this Contract's monthly payments. Any monthly payments so suspended shall remain in suspension until the Contractor's operations are brought into compliance to the satisfaction of the Contract Manager. No additional compensation will be allowed as a result of suspension of the monthly payments due to noncompliance with these Specifications and Plans.

R. Contractor's Equipment Compliance with Laws and Regulations

- 1. The Contractor shall fully comply with all applicable laws and regulations, including but not limited to all Air Quality Management District (AQMD) regulations. In particular, the Contractor's equipment shall at all times be in full compliance with Air Quality Management District Rules 1186 and 1186.1 pertaining to street sweepers.
- 2. The street sweepers specified on the equipment list provided to Public Works and no others shall be used in the Contract work unless notice is given to Public Works and the substitution is approved by Public Works. The Contract Manager or a designee may inspect the Contractor's vehicles employed on this Contract work at any time without notice.
- 3. In the event of mechanical breakdown of an alternate fuel street sweeper, the Contractor shall comply with AQMD Rule 430 in a timely fashion and shall make a timely application for an emergency permit under Rule 430 in order to ensure uninterrupted performance of this Contract. The Contractor shall immediately provide to Public Works notice of any telephonic report and a copy of any written report or action plan presented to AQMD pursuant to Rule 430.
- 4. The Contractor shall furnish and maintain in good and safe condition all equipment required for the proper execution of this Contract. The Contract Manager may reject any vehicle or piece of equipment not meeting these safety, maintenance, or regulatory requirements. For the sweeping of curbed highways and streets, the Contractor's equipment shall clean the streets as specified in this Exhibit's Section E, Standard of Performance.
- 5. The Contractor shall provide sweeping equipment and disposal trucks which shall be properly maintained both mechanically and in appearance. The Contractor shall provide backup sweeping equipment adequate to ensure completion of scheduled work in the event of equipment breakdown, an area requires resweeping, or to provide any additional resweeping directed by the Contract Manager. All equipment shall be clearly marked with the Contractor's name and vehicle number. The Contractor's telephone number shall be prominently displayed on all equipment for purposes of identification.

S. Global Positioning System

1. Primary and back-up sweepers shall be equipped with a Global Positioning System (GPS) capable of reporting real time data.

- 2. The GPS shall be Internet based (direct internet connection) or require additional software to access the GPS provider's data. If Internet based, Contractor shall provide Public Works with two accounts to access the GPS provider's Internet site. If additional software is required, Contractor shall provide software for installation on two Public Works computers.
- 3. The accounts shall be set up so that only Public Works and the Contractor can view Public Works data.
- 4. Contractor shall pay for all costs related to the GPS, including hardware, software, activation fees, technical support, and monthly service charge fees.
- 5. The GPS shall be capable of gathering the following real time data: speed, direction, location (address), distance traveled, ignition on/off, brooms up/down, water sprayer on/off.
- 6. The GPS shall be capable of tracking a sweeper's path with lines or dots superimposed on a map.
- 7. The minimum locate schedule (frequency of occurrence that GPS data is received from the sweeper) shall be every 1 minute when brooms are down.
- 8. The minimum locate schedule shall be every 15 minutes when brooms are up.
- 9. The GPS shall generate an email alert when the following events occur:
 - Sweeper exceeds 6 mph (8 mph in the South and West Whittier area) and brooms are down.
 - 1 hour or more of nonmovement during weekdays, 6am to 4 pm.
- 10. The GPS shall be capable of generating daily reports of sweeper activity that includes the following information: date, time, speed, direction, location (address), distance traveled, ignition on/off, brooms up/down, water on/off.
- 11. Authorized Public Works employees can generate and print reports at any time.
- 12. All reports shall have the capability to be downloaded in other formats such as Excel or Word.
- 13. Data shall be available for immediate downloading for a minimum of 3 months. After 3 months, data shall be backed up and be made available at Public Work's request.

- 14. If the GPS equipment is not properly operating in a sweeper, the Contractor shall immediately notify Public Works. The Contractor shall repair the equipment within one week. The Contractor shall maintain properly functioning GPS equipment in 90% of its sweepers at all times.
- 15. Contractor's reference vendors for GPS:

GPS North America
P.O. Box 637
Holland, PA 18966
Contact: Mr. Tod Lewis
Phone: 888-760-4477
www.gpsnorthamerica.com

TELETRAC, Inc.
7391 Lincoln Way
Garden Grove, CA 92841
Contact: Mr. Carlos Reyes
Phone: 800-487-4357
www.teletrac.net

T. Reports

In addition to other data filed with the County by the Contractor, the Contractor shall, on the second working day of each week, file a report with the Contract Manager enumerating the following information for the previous week:

- 1. Curb Miles and Paved Alley Miles swept each day.
- 2. Scheduled Curb Miles and Paved Alley Miles swept and areas missed.
- 3. When missed areas were swept.
- 4. Number of complaints received each day.
- 5. Reasons scheduled sweeping was not performed or completed as scheduled.
- 6. Waste Tonnage Summary and copies of waste disposal receipts.

U. Measurement

The basis of measurement and payment shall be by the Curb Mile for curbed streets and the Paved Alley Mile for paved alleys. On streets and highways, Curb Miles shall be measured toward the center of the rights of way from and parallel to the curb face. Measurement of medians will be continuous and no deduction will be made for left-turn pockets or intersecting streets.

Additional sweeping of streets, as defined in Section Y, Additional Sweeping, that require the total width of the street to be swept shall be measured on the basis of width of street in feet divided by five to determine Curb Miles per mile of length.

V. <u>Contractor's Representative</u>

Before starting the work, the Contractor shall designate, in writing, a representative who shall have complete authority to act for it. An alternate representative may be designated. Any order or communication given to this representative shall be deemed delivered to the Contractor. A joint venture or partnership shall designate only one representative and alternate. In the absence of the Contractor or its designated representative, necessary or desirable directions or instruction may be given by the Contract Manager to the superintendent or person having charge of the specific work to which the order applies. Such order shall be complied with promptly and referred to the Contractor or its representative.

In order to communicate with the County, the Contractor's representative, superintendent, or person having charge of specific work shall be able to speak, read, and write the English language.

W. Quality Control

The Contractor shall be responsible for implementing procedures for ensuring that street sweeping services are provided in strict compliance with the Plans, Specifications, and approved schedule of services.

The Contractor shall designate in writing a Quality Control representative and an alternate Quality Control representative who are responsible for implementing, monitoring, controlling, and reporting on the quality of work.

It is recommended that the Contractor's Quality Control representatives be separate and distinct from the Contractor's project manager or general superintendent, and that the Contractor's quality control procedures establish a separate system for recording, reporting, and resolving quality control issues.

Within 10 days of contract award, the Contractor shall submit to the County a Contract Quality Control Plan for review and approval by the Contract Manager. This plan will include, as a minimum, the names and telephone numbers of the Contractor's Quality Control representatives, a description of the roles and responsibilities for quality control, the system for monitoring, reporting on, and resolving quality control issues, and checklists or other documentation in support of the Contractor's quality control function.

X. Plans and Specifications

Included as part of this Contract are plan sheets (Exhibits E through I) showing the locations of streets and alleys included in this Project.

The Plans, these Specifications, and other contract documents shall govern the work. These contract documents are intended to be complementary and cooperative and to describe and provide for a complete Project. Anything in the Specifications and not on the Plans, or on the Plans and not in the Specifications, shall be as though shown or mentioned in both.

While it is believed that much of the information pertaining to conditions which may affect the cost of the work will be shown on the Plans or indicated in the Specifications, the County does not warrant the completeness or accuracy of such information. The Contractor shall ascertain the existence of any conditions affecting the cost of the work which would have been disclosed by reasonable examination of the site. The Contractor shall, upon discovering any error or omission in the Plans or Specifications, immediately call it to the attention of the Contract Manager.

Y. Additional Sweeping

The Contractor shall provide additional sweeping of any street(s) and alley(s) within the area shown on the Plans at any time when ordered by the Contract Manager. The Contractor will be compensated for each additional sweeping at the Contract's "Unit Price" per Curb Mile or Paved Alley Mile, as appropriate. The method of payment will be determined by the Contract Manager.

The need for additional sweeping may be because of storm, fire, flood, parade, public gathering, riot, or other natural or unanticipated occurrence affecting the cleanliness of the streets. The additional sweeping may be in lieu of or in addition to the regularly scheduled sweeping as ordered by the Contract Manager.

Additional sweeping will normally be confined to sweeping the curb lane. However, if additional sweeping requires the total width of the street(s) to be swept, then compensation will be at the Contract's "Unit Price" per Curb Mile as defined in this Exhibit's Section U, Measurement. All sweeping shall be done with sufficient passes to achieve the results described in this Exhibit's Section E, Standard of Performance.

Compensation for extra sweeping will be for a minimum of 16 Curb Miles with no allowance for travel time under one of the following circumstances: a) the sweeper must return to the area after having left when regular sweeping was completed; b) the extra sweeping is on a day when no regular sweeping is scheduled; or c) an additional sweeper must be brought to the area.

Notwithstanding the above, the County has the option on additional sweeps to compensate the Contractor on an hourly basis where it is difficult to determine Curb Miles swept in a nonroutine manner. In these cases, the hourly rate paid by the County to the Contractor shall be equal to four times the Contract's

"Unit Price" per Curb Mile. Minimum payment will be equivalent to payment for 16 Curb Miles.

Z. Changes Resulting from Schedule Disruption

During this Contract period, the Contractor shall sweep the designated public streets and alleys at least once each week, including all curbed medians, in accordance with a schedule to be approved by the Contract Manager. When, in the opinion of the Contract Manager, inclement weather prevents adherence to the regular sweeping schedule for two days or less in a given week, the Contract Manager may require the sweeping areas so affected to be swept prior to the next sweeping schedule.

Any such required sweeping made necessary by inclement weather shall meet the requirements of this Exhibit's Section E, Standard of Performance, and shall be performed by the Contractor at the Contract's "Unit Price" per Curb Mile and will not be considered additional sweeping as defined in this Exhibit's Section Y, Additional Sweeping.

When any holiday or observance as specified in the Government Code of the State of California occurs on a regular scheduled sweeping day, and said sweeping area is not swept in observance of said holiday, the subject sweeping area shall, when ordered by the Contract Manager, be swept within 2 working days of the regularly scheduled sweeping day without interruption of the regular sweeping schedule. Any such requested sweeping shall meet the requirements of this Exhibit's Section E, Standard of Performance, and shall be performed by the Contractor at the Contract Unit Price per Curb Mile and shall not be considered additional sweeping.

In the event the Contractor is prevented from completing the sweeping as provided in the approved schedule because of reasons other than inclement weather or holidays, the Contractor shall be required to complete the deferred sweeping services within 2 calendar days without interruption in the regular sweeping schedule.

AA. Changes Resulting from Added or Deleted Streets

It is the intent of this Contract to provide for the weekly sweeping of all curbed streets (including curbed medians) and paved alleys within the unincorporated area shown on the Plans (Exhibits E through I). As streets and alleys are improved, they will be added to the weekly sweeping schedule. Compensation to the Contractor will be based on the Curb Miles added multiplied by the Contract's appropriate "Unit Price."

Streets and alleys initially included in the schedule that are vacated by order of the Board will be deleted from the weekly schedule and the affected Curb Mileage deducted from this Contract's quantities.

Additions and/or deletions of Curb Mileage may affect the approved schedule and appropriate adjustments will be allowed subject to approval by the Contract Manager.

BB. <u>City Incorporation</u>

In the event any areas to be swept under this Contract attain incorporation as a city, the Contractor shall continue to sweep the streets and alleys shown on the contract plans at the Contract's "Unit Price" per Curb Mile until the termination date of this Contract or as directed by the County. The County may direct the Contractor to delete streets within the incorporated area from its weekly sweeping schedule prior to the expiration date of this Contract. The Curb Mileage of the streets and alleys within the incorporated area that are deleted from the Contractor's weekly sweeping schedule will be deducted from the Contract quantities. The County may, at the request of the Contractor, review this Contract if the incorporation severely affects the Contractor's weekly sweeping schedule.

CC. Changed Conditions

The Contractor shall notify the Contract Manager in writing of any changed conditions promptly upon their discovery. The Contract Manager will promptly investigate conditions which appear to be changed conditions. If the Contract Manager determines that the conditions are changed conditions and that they will materially increase or decrease the costs of any portion of the work, a Change Order will be issued adjusting the compensation for such portion of the work. The compensation will be based on the appropriate "Unit Price" reflected in PW-2, Schedule of Prices.

If the Contract Manager determines that the conditions of which it has been notified by the Contractor do not justify an adjustment in compensation, the Contractor will be notified in writing.

DD. <u>Communications and Public Relations</u>

The Contractor shall provide a telephone answering service, toll free to residents of the area to be swept under this Contract and the County Road Maintenance Division District office responsible for the area, from 7:30 a.m. to 4:30 p.m., on Monday through Friday except on legal holidays. The answering service shall have the capability of contacting sweeper operators by radio or paging equipment for the purpose of relaying instructions from the Contract Manager

and to receive citizen complaints. The communication device shall be on and operating during sweeping operations.

The telephone number shall be listed in the telephone directory for the area and shall be listed by the Contractor's commonly known name. All public complaints concerning street sweeping shall be investigated by the Contractor. Complaints brought to the Contractor's attention prior to 3 p.m. shall be investigated that day. Those brought to the Contractor's attention after 3 p.m. shall be investigated before noon of the following day.

A complaint form shall be filled out for each complaint referred to or received by the Contractor. The form, which must be approved by the Contract Manager, shall be filed with the County on the first working day following the day the complaint was received. The Contractor shall report what actions were necessary to resolve each complaint.

EE. Special Safety Requirements

All Contractor operators shall be expected to observe all applicable State of California Occupational Safety and Health Administration (Cal/OSHA) and Public Works safety requirements while performing this requested work. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required.

FF. <u>Project Site Safety</u>

The Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State, and local occupational safety regulations. The Contractor shall provide at its expense all safeguards, safety devices, and protective equipment, and shall take any and all actions appropriate to providing a safe Project site.

GG. Project Safety Official

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices. The Contractor's Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.

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SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Headings

The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

B. <u>Definitions</u>

Whenever in the Request for Proposals, Contract, Specifications, Terms, Requirements, and Conditions the following terms are used, the intent and meaning shall be interpreted as follows:

<u>Board</u>. The Board of Supervisors of the County of Los Angeles and Ex-Officio Board of Supervisors of the Los Angeles County Flood Control District.

<u>Contract</u>. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The Contract shall include the Specifications, together with any special provisions thereof. Included are all supplemental agreements amending or extending the service to be performed, which may be required to supply acceptable services specified herein.

<u>Contractor</u>. The person or persons, partnership, joint venture, corporation or other entity who has entered into an agreement with the County to perform or execute the work covered by these Specifications.

<u>Contract Work or Work.</u> The entire contemplated work of construction, maintenance, repair to be performed, and services rendered as prescribed in the Specifications and covered by this Contract.

<u>County</u>. Includes County of Los Angeles, County of Los Angeles Department of Public Works, Los Angeles County Road Department, and/or Los Angeles County Engineer.

<u>Director</u>. The Director of Public Works, County of Los Angeles, as used herein, includes the Road Commissioner, County of Los Angeles; County Engineer, County of Los Angeles; Chief Engineer, Los Angeles County Flood Control District; and/or their authorized representative(s).

<u>District</u>. Los Angeles County Flood Control District.

<u>Proposal</u>. The written instrument which a Contractor submitted in conformance with the solicitation document (Request for Proposals).

<u>Proposer</u>. Any individual, firm, or corporation submitting a priced Proposal for the work, acting directly or through a duly authorized representative.

Public Works. County of Los Angeles Department of Public Works.

Solicitation. Request for Proposals or Request for Quotation.

<u>Specifications</u>. The directions, provisions, and requirements contained herein, as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under this Contract.

<u>Subcontract</u>. An agreement to employ a Subcontractor; to employ or agree to employ a Subcontractor.

<u>Subcontractor</u>. Persons, companies, corporations, or other entities furnishing supplies, services of any nature, equipment, or materials to the Contractor, at any tier under oral or written agreement.

C. <u>Ambiguities or Discrepancies</u>

Both parties have either consulted or had the opportunity to consult with counsel regarding the terms of this Contract and are fully cognizant of all terms and conditions. Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, neither party shall be deemed as the drafter of this Contract and the uncertainty, ambiguity, or discrepancy shall not be construed against either party.

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Assurance of Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e(17), to the end that no person shall, on the grounds of race, creed, color, sex, gender, national origin, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with its EEO Certification.

B. Conflict of Interest

- 1. The Contractor represents and warrants that no County employee whose position in the County enables him/her to influence the award of this Contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein or does or shall have any direct or indirect financial interest in this Contract.
- 2. The Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. The Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

C. Consideration of Hiring County Employees Targeted for Layoffs

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the life of this Contract.

D. <u>Consideration of Hiring GAIN/GROW Employees</u>

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose,

consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by category to the Contractor.

E. <u>Contractor's Acknowledgment of County's Commitment to Child Support Enforcement</u>

Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Contractor's place of business. County's Child Support Services Department will supply the Contractor with the poster to be used.

F. <u>Contractor's Warranty of Adherence to County's Child Support Compliance Program</u>

The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with the employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653) and California Unemployment Insurance Code Section 1088.5, and shall implement lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

G. <u>County Lobbyists</u>

The Contractor and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of the Contractor or County lobbyist or County lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of the this Contract upon which the County may, at its sole discretion, immediately terminate or suspend this Contract.

H. Nondiscrimination in Employment

- 1. The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all Federal and State antidiscrimination laws and regulations.
- 2. The Contractor shall certify to, and comply with, the provisions of the Contractor's EEO Certification (Form PW-7).
- 3. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
- 4. The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to, or because of, race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 5. The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project program, or activity supported by this Contact.
- 6. The Contractor shall allow the County representative access to its employment records during regular business hours to verify compliance with the provisions of this section when so requested by the County.
- 7. If the County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission

that the Contractor has violated State or Federal antidiscrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the antidiscrimination provisions of this Contract.

8. The parties agree that in the event the Contractor violates the antidiscrimination provisions of this Contract, the County shall, at its sole option, be entitled to a sum of \$500 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Contract.

I. County's Quality Assurance Plan

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies, which County determines are severe or continuing and that may place performance of this Contract in jeopardy, if not corrected, will be reported to the Board. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

J. Notice to Employees Regarding the Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit C).

K. Recycled-Content Paper Products

Consistent with Board policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible under this Contract.

L. Publicity

- 1. The Contractor shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publicizing its role under this Contract within the following conditions:
 - The Contractor shall develop all publicity material in a professional manner.

- b. During the course of performance of this Contract, the Contractor, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions, or feature articles using the name of the County without the prior written consent of the Chief Administrative Officer and County Counsel. The County shall not unreasonably withhold written consent and approval by the County may be assured in the event no adverse comments are received in writing within two weeks after submittal.
- c. The Contractor may, without prior written permission of the County, indicate in its proposals and sales materials that it has been awarded a Contract to provide these services, provided that the requirements of this Article shall apply.

M. <u>Termination for Improper Consideration</u>

- 1. County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract, or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue that same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 2. The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 554-6861. Such fraud may also be reported via e-mail to fraud@auditor.co.la.ca.us and by mail to Los Angeles County Fraud Hotline, 1000 South Fremont Avenue, Unit 51, Alhambra, California 91803-4737.
- 3. Among other items, such improper consideration may take the form of cash; discounts; services; or the provision of travel, entertainment, or tangible gifts.

N. Warranty Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial

- or selling agencies maintained by the Contractor for the purpose of securing business.
- 2. For breach or violation of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from this Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

O. Compliance with Applicable Laws

- 1. Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, directives, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.
- 2. Contractor shall indemnify and hold the County harmless from and against any and all liability costs, damages, expenses including but not limited to defense costs and attorney's fees arising from any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, directives, or ordinances.

P. <u>Legal Status of Contractor's Personnel at Facility</u>

Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding employment of aliens and others, and all of its employees performing services under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain from all employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations, including, but not limited to the Immigration Reform and Control Act of 1986 (PL. 99-603), or as they currently exist and as The Contractor shall retain all such they may be hereafter amended. documentation for all covered employees for the period prescribed by law. The Contractor shall indemnify, defend, and hold harmless, the County, its agents. officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

Q. No Payment for Services Following Expiration or Termination of Contract

The Contractor shall have no claim against the County for payment of any money or reimbursement of any kind whatsoever for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment, it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration or other termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the

Contractor. This provision shall survive the expiration or other termination of this Contract.

R. <u>Limitation of the County's Obligation Due to Non-appropriation of Funds</u>

- 1. The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract.
- 2. All funds for payments after June 30 of the current fiscal year are subject to the County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.
- 3. In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the affected equipment and/or work shall be terminated as of June 30 of the then current fiscal year. The County shall notify the Contractor in writing of such nonallocation at the earliest possible date.

S. Gratuitous Work

The Contractor agrees that should work be performed outside the Scope of Work indicated and without Public Works' prior written approval in accordance with Exhibit B, Section 2.CC, Changes and Amendments of Terms, such work shall be deemed to be a gratuitous effort by the Contractor, and the Contractor shall have no claim, therefore, against the County.

T. Assignment by Contractor

- 1. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims which the Contractor may have against the County.
- 2. Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County's express prior written approval, shall be a material breach of this Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default of the Contractor.

U. Subcontracting

- 1. No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the Director, at the Director's sole and absolute discretion. Any attempt by the Contractor to subcontract any performance of the terms of this Contract without the express written consent of the County shall be null and void and shall constitute a breach of the terms of this Contract. In the event of such a breach, this Contract may be terminated forthwith.
- 2. In the event the County should consent to subcontracting, each and all of the provisions of this Contract and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties.
- 3. In the event the County should consent to subcontracting, the Contractor shall include in all subcontracts the following provision: "This Agreement is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."
- 4. Any third-party delegate(s) appointed by the Contractor shall be specified in writing to the Director for advance concurrence.
- 5. No subcontractor shall be recognized or dealt with by the Board or any of the persons chargeable with the enforcement of this Contract. The Contractor shall, at all times, be personally responsible for the performance of this Contract.

V. <u>Governing Laws</u>

This Contract shall be construed in accordance with and governed by the laws of the State of California.

W. <u>Notice of Delay</u>

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay

the timely performance of this Contract, that party shall, within one day, give notice thereof, including all relevant information with respect thereto, to the other party.

X. Record Retention and Inspection/Audit Settlement

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this The Contractor agrees that the County, or its authorized Contract. representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank cancelled checks or other proof of payment, timecards. statements. sign-in/sign-out sheets, other time and employment records, and proprietary data and information shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in the County, provided that if any such material is located outside the County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine. audit, excerpt, copy, or transcribe such material at such other location.

- 1. In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within 30 days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 2. Failure on the part of the Contractor to comply with any of the provisions of this paragraph X shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds

that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

In addition to the above, the Contractor agrees, should the County or its 4. authorized representatives determine, in its sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including, without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this subsection X.4 relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets, other time and employment records, and proprietary data and information shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in the County, provided that if any such materials and information is located outside the County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

Y. Validity

If any portion, provision, or part of this Contract is held, determined or adjudicated to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part shall be severed from the remaining portions, provisions, or parts of this Contract, and (to the extent allowed by law) shall not affect the validity or enforceability of such remaining portions, provisions, or parts.

Z. Waiver

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach of such provision. Failure of the County to enforce at anytime, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

AA. Default and Termination

1. Default

- a. The County may, subject to the provisions of subsection c (pertaining to defaults of subcontractors) below, by written notice of default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:
 - i. If the Contractor has materially breached this Contract; or
 - ii. If the Contractor fails to perform the work within the time specified herein or any extension thereof; or
 - iii. If the Contractor fails to perform any of the other provisions of this Contract or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of five working days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure.
- b. In the event the County terminates this Contract in whole or in part pursuant to this Subsection, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated, and the Contractor shall be liable to the County for any excess costs for such similar goods and services, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.
- c. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight

embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

- d. If, after Notice of Termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause or the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to this Exhibit's Section 2.AA.3, Termination for Convenience.
- e. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- f. As used herein, the terms "subcontractor" and "subcontractors" mean persons, companies, corporations, or other organizations furnishings supplies, services of any nature, equipment, or materials to Contractor, at any tier, under oral or written agreement.

2. <u>Default for Insolvency</u>

The County may terminated this Contract forthwith for default in the event of the occurrence of any of the following:

- a. Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not.
- b. The filing of a voluntary petition to have the Contractor declared bankrupt.
- c. The appointment of a Receiver or Trustee for the Contractor.
- d. The execution by the Contractor of an assignment for the benefits of creditors.

e. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

3. <u>Termination for Convenience</u>

It is not the intent of the County to terminate this Contract before the completion of all items except for sound business reasons of which the County shall be the sole judge; however, and notwithstanding:

- a. The County reserves the right to renegotiate the terms of this Contract to reduce the Contractor's compensation in the event such reduction is necessary, in the sole discretion of the County, to achieve County budget reductions. Nothing in this paragraph is intended to diminish the County's right to terminate this Contract as provided herein.
- b. The County may at any time terminate this Contract, or any portion thereof, without liability (except as hereinafter provided) by delivering to the Contractor written notice specifying the desired termination date at least 30 days in advance thereof.
- c. If this Contract is terminated, the Contractor shall, within 30 days of the Notice of Termination, complete those items of work which are in various stages of completion, which the Director determines are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by the Contractor under this Contract shall be delivered to the County upon request and shall become the property of the County.

4. <u>Termination for Breach of Warranty to Maintain Compliance with County's Child Support Requirements</u>

Failure of the Contractor to maintain compliance with the requirements set forth in this Exhibit's Section 2.F, "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by the Contractor under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure to cure such default within 90 calendar days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Board may terminate this Contract pursuant to Paragraph AA.1 "Default," of this Section 2, and debar the Contractor pursuant to County Code Chapter 2.202.

BB. <u>Notification</u>

Notices desired or required to be given under these Specifications, Conditions, or Terms herein or any law now or hereafter in effect may, at the option of the party

giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or any substation thereof, or any public box, and any such notice and the envelope containing the same shall be addressed to the Contractor at its place of business, or such other place as may be hereinafter designated in writing by the Contractor. The notices and envelopes containing the same to the County shall be addressed to:

Chief Deputy Director
County of Los Angeles Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to the Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a copartner, if the Contractor is a partnership; or by the president, vice president, secretary, or general manager, if the Contractor is a corporation; or by the managing agent regularly in charge of the work on behalf of said Contractor shall in any case be sufficient notice.

CC. Changes and Amendments of Terms

The County reserves the right to change any portion of the work required under this Contract, or amend such terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:

- 1. For any change which does not materially affect the scope of work, period of performance, payments, or any material term or condition included in this Contract, a Change Notice shall be prepared and signed by the Director and Contractor.
- For any revision which materially affects the scope of work, period of performance, payments, or any material term or condition included in this Contract, a negotiated modification to this Contract shall be executed by the Board and the Contractor or if delegated by the Board, the Director and the Contractor.
- 3. To the extent that extensions of time for Contractor performance do not impact either scope or cost of this Contract, Public Works may, at its sole discretion, grant the Contractor extensions of time provided; however, that the aggregate of all such extensions during the life of this Contract shall not exceed 60 days.
- 4. The Board or the County's Chief Administrative Officer may require the addition and/or change of certain contract terms and conditions during the term of this Contract. The County reserves the right to add and/or change

such provisions as are required by the Board or the Chief Administrative Officer. To implement such changes, an amendment or change order will be prepared by Public Works for execution by the Contractor and the Director.

DD. Confidentiality

The Contractor shall maintain the confidentiality of all its records relating to this Contract, according to all applicable Federal, State, and County laws, regulations, ordinances, and directives relating to confidentiality. The Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract.

EE. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification (Form PW-12), the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raisers charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

GENERAL CONDITIONS OF CONTRACT WORK

A. <u>Labor</u>

No person shall be employed on any work under this Contract who is found to be intemperate, troublesome, disorderly, or is otherwise objectionable to Public Works. Any such person shall be reassigned immediately and not again employed on Public Works' projects.

B. Public Convenience

The Contractor shall so conduct operations to cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which the work is being performed.

C. Cooperation

The Contractor shall cooperate with Public Works' forces engaged in any other activities at the jobsite. The Contractor shall carry out all work in a diligent manner and according to instructions of the Director.

D. <u>Care and Protection of Facilities</u>

The Contractor shall recognize that any damage to Public Works facilities from Contractor negligence shall, to Public Works' satisfaction, be repaired at the Contractor's expense. The Contractor shall be responsible for the security of any and all of Public Works facilities in its care. The Contractor shall provide protection against vandalism, accidental, or malicious damage, both during working and nonworking hours.

E. Equipment, Labor, Supervision, and Materials

All equipment, labor, supervision, and materials required to accomplish this Contract, except as might be specifically outlined in other sections, shall be provided by the Contractor.

F. <u>Permits/Licenses</u>

The Contractor shall be fully responsible for possessing or obtaining all permits/licenses from the appropriate Federal, State, or local authorities relating to work to be performed under this Contract.

G. Quality of Work

The Contractor shall provide the quality of work under this Contract which is at least equivalent to that which the Contractor provides to all other clients it serves.

All work shall be executed by experienced workers. All work shall be under supervision of a well-qualified supervisor. The Contractor also agrees that work shall be furnished in a professional manner and according to these Specifications.

H. Quantities of Work

The Contractor shall be allowed no claims for anticipated profits or for any damages of any sort because of any difference between the work estimated by the Contractor in responding to the County's solicitation and actual quantities of work done under this Contract or for work decreased or eliminated by the County.

I. Cooperation and Collateral Work

The Contractor shall perform work as directed by the Director. The Director will be supported by other Public Works personnel in assuring satisfactory performance of the work under these Specifications and that satisfactory contract controls and conditions are maintained.

J. <u>Authority of Public Works and Inspection</u>

The Director will have the final authority in all matters affecting the work covered by this Contract's Terms, Requirement, Conditions, and Specifications. On all questions relating to work acceptability or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.

K. <u>Safety Requirements</u>

The Contractor shall be responsible for the safety of equipment, material, and personnel under the Contractor's jurisdiction during the work.

L. <u>Public Safety</u>

It shall be the Contractor's responsibility to maintain security against public hazards at all times while performing work at Public Works' jobsites.

M. Work Area Controls

The Contractor shall comply with all applicable laws and regulations. The Contractor shall maintain work area in a neat, orderly, clean, and safe manner. The Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite will be subject to the Director's approval.

N. Transportation

The County will <u>not</u> provide transportation to and from the jobsite, nor travel around the limits of the jobsite.

O. Storage of Material and Equipment

The Contractor shall not store material or equipment at the jobsite, except as might be specifically outlined in other sections. Public Works will not be liable or responsible for any damage, by whatever means, or for the theft of the Contractor's material or equipment from any jobsite.

P. <u>Jobsite Safety</u>

The Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State, and local occupational safety regulations. The Contractor shall provide at its expense all safeguards, safety devices and protective equipment and shall take any and all actions appropriate to providing a safe jobsite.

Q. <u>Labor Law Compliance</u>

The Contractor, its agents, and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California as well as all other applicable Federal, State, and local laws related to labor. The Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

R. Overtime

Eight hours labor constitutes a legal day's work. Work in excess thereof, or greater than 40 hours during any one week, shall be permitted only as authorized by Labor Code Section 1815.

S. <u>Prohibition Against Use of Child Labor</u>

1. The Contractor shall:

- a. Not knowingly sell or supply to the County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment;
- b. Upon request by the County, provide the country/countries of origin of any products, goods, supplies, or other personal property the Contractor sells or supplies to the County;

- c. Upon request by the County, provide to the County the manufacturer's certification of compliance with all international child labor conventions; and
- d. Should the County discover that any products, goods, supplies, or other personal property sold or supplied by the Contractor to the County are produced in violation of any international child labor conventions, the Contractor shall immediately provide an alternative, compliant source of supply.
- 2. Failure by the Contractor to comply with provisions of this clause will be grounds for immediate cancellation of this Contract.

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association between the County and the Contractor.

The Contractor understands and agrees that all persons furnishing services to the County pursuant to this Contract are, for all purposes, including, but not limited to, Workers' Compensation liability, employees solely of the Contractor and not of the County.

The Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation and all other benefits required by law to any person for injuries arising from or connected with services performed on behalf of the Contractor pursuant to this Contract.

B. Indemnification

The Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract, including but not limited to, claims or damages under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the California Health & Safety Code or pursuant to any Federal, state, or local environmental law, regulation or mandate, administrative or judicial.

C. <u>Workplace Safety Indemnification</u>

In addition to and without limiting the indemnification required by Section 4, Paragraph B (above), and to the extent allowed by law, the Contractor agrees to defend, indemnify, and hold harmless the County, its Special Districts, officers, employees, and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including, but not limited to, injury or death to employees of the Contractor, its subcontractors or the County, attributable to any alleged act or omission of the Contractor and/or its subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify, and hold harmless includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. The Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of the County. The County may deduct from any payment otherwise

due the Contractor any costs incurred or anticipated to be incurred by the County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by the Contractor under this Contract.

D. <u>General Insurance Requirements</u>

- 1. Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at the Contractor's own expense.
- 2. Evidence of Insurance Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, prior to commencing work under this Contract. Such certificates or other evidence shall:
 - a. Specifically identify this Contract.
 - b. Clearly evidence all coverage required in this Contract.
 - c. Contain the express condition that the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.
 - d. Include copies of the additional insured endorsement to the commercial general liability and automobile policies, adding the County, its Special Districts, officials, officers, and employees as insureds for all activities arising from this Contract.
 - e. Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insurance retentions as they apply to the County, or require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- 3. Insurer Financial Rating Insurance is to be provided by an insurance company acceptable to the County with an A. M. Best rating of not less than A:VII, unless otherwise approved by the County.

- 4. Failure to Maintain Coverage Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of contract upon which the County may immediately terminate or suspend the Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.
- 5. Notification of Incidents, Claims, or Suits The Contractor shall report to the County's Contract Manager:
 - a. Any accident or incident relating to work performed under the Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
 - b. Any third-party claim or lawsuit filed against the Contractor arising from or related to work performed by the Contractor under this Contract.
 - c. Any injury to a Contractor's employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report."
 - d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to the Contractor under the terms of this Contract.

E. Compensation for County Costs

In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

F. <u>Insurance Coverage Requirements for Subcontractors</u>

The Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- 1. Contractor providing evidence of insurance covering the activities of subcontractor; or
- 2. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County

retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

G. <u>Insurance Coverage Requirements</u>

1. <u>General Liability</u> insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following (can be met by a combination of primary and excess insurance coverage):

a. General Aggregate:

\$2 million

b. Products/Completed Operations Aggregate:

\$1 million

c. Personal and Advertising Injury:

\$1 million

d. Each Occurrence:

\$1 million

- 2. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "nonowned," and "hired" vehicles, or coverage for "any auto." (Can be met by a combination of primary and excess insurance coverage).
- 3. Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits, as required by the Labor Code of the State of California, or by any other State for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide Workers' Compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other Federal law for which the Contractor is responsible.
- 4. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:

\$1 million

b. Disease - policy limit:

\$1 million

c. Disease - each employee:

\$1 million

5. As a condition precedent to its performance pursuant to this Contract, the Contractor, by and through its execution of this Contract, certifies that it is aware of, and understands, the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with those provisions before commencing the performance of work under this Contract, and agrees to fully comply with said provisions.

- 6. <u>Property Coverage</u> insurance shall be endorsed naming the County as loss payee, provide deductibles of no greater than five percent of the property value, and shall include:
 - a. Personal Property: Automobiles and Mobile Equipment Special form "all risk" coverage for the actual cash value of County-owned or leased property.
 - b. Real Property and All Other Personal Property Special form "all risk" coverage for the full replacement value of County-owned or leased property.

CONTRACTOR RESPONSIBILITY AND DEBARMENT

- A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.
- B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.
- C. The County may debar a contractor if the Board finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County or a nonprofit corporation created by the County; (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
- D. If there is evidence that the Contractor may be subject to debarment, Public Works will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have

the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- G. If a contractor has been debarred for a period longer than five years, that contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

I. These terms shall also apply to subcontractors of the Contractor.

CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM

A. <u>Contract Subject to Jury Service Program</u>

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy

- 1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employee deposit any fees received for such jury service with the Contractor or that the Contractor deducts from the Employee's regular pay the fees received for jury service.
- For purposes of this Section, "Contractor" means a person, partnership, 2. corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
- 3. If the Contractor is not required to comply with the Jury Service Program when this Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an

exception to the Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. The Contractor's violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate this Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- B. The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- C. The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- D. If the Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
 - Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
 - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. The above penalties shall also apply if the Contractor is no longer eligible for certification as a result of a change of its status and the Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

SAFELY SURRENDERED BABY LAW PROGRAM

A. Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and how to safely surrender a baby. The fact sheet is set forth in Exhibit D of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

B. <u>Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law</u>

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

COMPLIANCE WITH LIVING WAGE PROGRAM

A. <u>Living Wage Program</u>

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Form LW-1 and incorporated by reference into and made a part of this Contract.

B. Payment of Living Wage Rates

- 1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County, including, without limitation, "Travel Time" as defined below in subsection 5 of this Section 9.B under this Contract:
 - a. Not less than \$9.46 per hour if, in addition to the per-hour wage, Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
 - b. Not less than \$8.32 per hour if, in addition to the per-hour wage, Contractor contributes at least \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed \$1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during this Contract, Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its employees the higher hourly living wage rate.
- 2. For purposes of this Section, "Contractor" includes any subcontractor engaged by Contractor to perform services for the County under this Contract. If Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Living Wage Program shall be attached to the agreement. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which are provided to the County under this Contract. "Full-time" means a

minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

- 3. If Contractor is required to pay a living wage when this Contract commences, Contractor shall continue to pay a living wage for the entire term of this Contract, including any option period.
- 4. If Contractor is not required to pay a living wage when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. Contractor shall immediately notify County if Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Living Wage Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of this Contract, including any option period. The County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by the County, Contractor shall immediately be required to pay the living wage for the remaining term of this Contract, including any option period.
- 5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

C. Contractor's Submittal of Certified Monitoring Reports

Contractor shall submit to the County certified monitoring reports at a 1. frequency instructed by the County. The certified monitoring reports shall list all of Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care benefits plan, and Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County, or any other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

D. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of this Contract, if the Contractor becomes aware of any labor law/payroll violations or any complaint, investigation, or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours, and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding the same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operation in California.

E. County Auditing of Contractor Records

- 1. Upon a minimum of 24 hours' written notice, the County may audit, at Contractor's place of business, any of Contractor's records pertaining to this Contract, including all documents and information relating to the certified monitoring reports.
- Contractor is required to maintain all such records in California until the expiration of four years from the date of final payment under this Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

F. Notifications to Employees

Contractor shall place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's Employees are working. Contractor shall also distribute County-provided notices to each of its Employees at least once per year. Contractor shall translate into Spanish and any other language spoken by a significant number of Employees the posters and handouts.

G. Enforcement and Remedies

- 1. If Contractor fails to comply with the requirements of this Section, the County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.
- 2. Remedies For Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to the County after the date it is due, or if the report submitted does not contain all of the required information, or is inaccurate, or is not properly certified, any such deficiency shall constitute a breach of this Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding of Payment: If Contractor fails to submit accurate, complete, timely, and properly certified monitoring reports, the County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - Liquidated Damages: It is mutually understood and agreed that b. Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time. The liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including, but not limited to, being late, inaccurate, incomplete, or uncertified, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete, and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.

- c. Termination: Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.
- 3. Remedies for Payment of Less Than the Required Living Wage: If Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of this Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding Payment: If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due to Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. The County may withhold said amount until Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - Liquidated Damages: It is mutually understood and agreed that b. Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time. The liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
 - c. Termination: Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.
- 4. Debarment: In the event Contractor breaches a requirement of this Section, the County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

H. Use of Full-Time Employees

Contractor shall assign and use full-time employees of Contractor to provide services under this Contract unless Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time employees based on staffing efficiency or County requirements for the work to be performed under this Contract. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time employees for services provided under this Contract unless and until the County has provided written authorization for the use of same. Contractor submitted with its proposal a full-time employee staffing plan. If Contractor changes its full-time employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to the County.

I. Contractor Retaliation Prohibited

Contractor and/or its employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any employee, person, or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity, or person. A violation of the provisions of this paragraph may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

J. <u>Contractor Standards</u>

During the term of the Contract, Contractor shall maintain business stability, integrity in employee relations, and the financial ability to pay a living wage to its employees. If requested to do so by the County, Contractor shall demonstrate to the satisfaction of the County that Contractor is complying with this requirement.

K. <u>Neutrality in Labor Relations</u>

Contractor shall not use any consideration received under this Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

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Department of the Treasury Internal Revenue Service Notice 1015

(Rev. December 2005)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC? You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note: You are encouraged to notify each employee whose wages for 2005 are less than \$37,263 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees? You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2006.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2005 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2005 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2005 and owes no tax but is eligible for a credit of \$799, he or she must file a 2005 tax return to get the \$799 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2006 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice 1015 (Rev. 12-2005)

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What is the Safely Surrendered Baby Law? California's Safely Surrendered Suby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newton without feer of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby ean legally, confidentially and safely give up a baby within three days of birts. The baby must be handed to an employee at a Loc Angeles County emergency room or fire station. As long as the child shows no eiges of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use baseless to help consect them to each other. One breceiet will be pisced on the baby, and a matching brecelet will be given to the perent.

What if a parent wants the baby back? Parents who change their minds can begin the process of realizing their newborns within 14 days. These parents should cell the Los Angeles County Department of Children and Femily Services et 1-500-540-4000.

Can only a parent bring in the baby? In most cases, a parent will bring in the beby. The law allows other people to bring in the baby if they have legal ouslody.

Does the parent have to call before bringing in the baby? No. A parent can bring in a baby anytime, 24 hours a day, 7 days a weak so long as the parent gives the baby to correcte who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will eak the perent to fill out a questionnelre designed to gether important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionneire is not required.

What happens to the baby?

The being will be examined and given medical treatment, if needed.

Then the being will be placed in a pre-adoptive home.

What happens to the parent?
Once the parential has safely timed over the buby, they are tree to go.

Why is California doing this?

The purpose of the Safety Surrendered Saby Lew is to protect beties from being abandoned by their parents and potentially being hust or killed. You may have heard tragic stories of battles left in dampaters or public betweenes. The parents who committed these acts may have been under severe emotional distress. The motives may have hidden their pregnancies, fearlied of what would happen if their fearlies found out. Secouse they were afreid and had nowhere to turn for help, they abandoned their intents. Abandoning a beby puts the child in extreme danger. It is also degat. Too often, it requits in the beby's death. Because of the Safety Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy sendom baby was brought to 6t. Gernandne Medical Center in San Bernandne under the provisions of the Cellionia Safety Sumendered Baby Law. As the law states, the baby's mother did not have to identify kerself. When the baby was brought to the emergency room, he was exemined by a podiatricism, who determined that the baby was bestly and doing line. He was placed with a loving lensity while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is institud women costs help to the site operator modical was soul counciling while
they sto programs. But at the name lines, we would to anone parents who choose
east to be splitted; baby that they will not go to joil to they deliver their babbes to accebe and the any two August a Councy has pick it it or the station.



Entel (動向State) de Los Angeles: 《18775BAEY SAFE [1877622239723



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¿Cué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite

a los padres entregar a su reción racido confidencialmente.

Stampre que el bebé no haya sufido abuso ni negligencia,
padres puedan entregar a su reción nacido sin ternor a ser
arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera culdar de su ración medido puede entregario en forma legal, confidencial y segura, dentro de los tres dias del nacimiento. El bebé debe ser entregado a un empleado de una esta de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombras ni información alguna. Si el padre/madre cambia de opinión posteriormante y desea recuperar a su bebé, los trabajadores utilizanán brazaletes para poder vincularios. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamer a su reclán nacido dentro de los 14 días. Estos padres deberán llamar el Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Bôlo los padres podrán llevar al recién nacido? En la mayoris de los casos, los padres son los que llevan al bebé. La ley pomitie que ciras personas lleven al bebé si llenen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padrenmetre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la asmana, mientras que entregue a su bebé a un empleado del hospital o de un cuartet de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedini que liene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebá. Es recomendado lienar este cuestionario, pero no es obligatorio hacedo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento módico. Lusgo el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre? Una vez que los padres hayen entregado a su bebé en forma segura, senia libres de irae.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es protegar a los bebés del abandono por parte de aus padres y de la postibilidad de que museran o sutran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonacios en basureros o en baños públicos. Es posible que los padres que comelieron estos acios hayan estado atravesando dificultades emocionates graves. Les madres puedan haber ocultado au embarazo, por temor e lo que pasaria al sus familias se enteraran. Abandonaron a sus recisin nacidos parque tentan misdo y no tentan adonde recumir para obtener ayuda. El abandono de un recisin nacido lo pone en una situación de peligro extremo. Además es llegal. Navy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 5:30 a.m. del jueves 25 de julio de 2002, se entregé un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Petigro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la eala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientres se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mederos busquen ny esta para reclbir alención mádica y asesementento missoundos clarente el embrerazo. Pero al mismo Gempo, que comos asegundos a los padres que aptau por no quedese con su bebé que no irán a la cárcel si dejen a sas bebés en buenas menos en enalquias pada do em seperala do un bospital o en un carallel do beantaren del Conducio del Los Angeles.

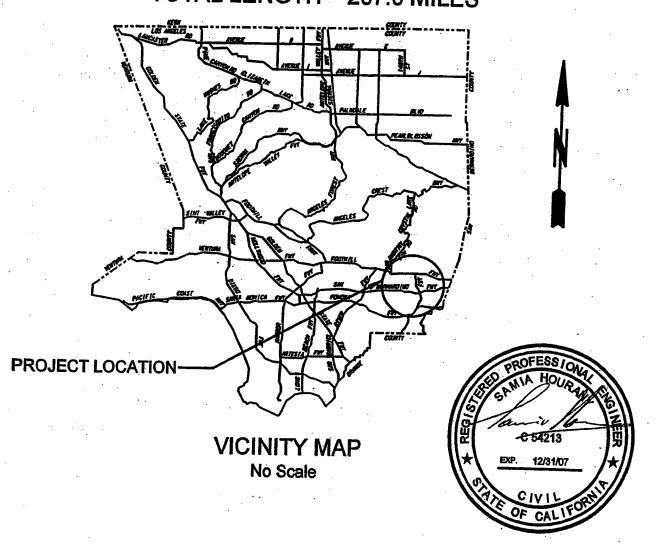
EXHIBIT E

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS

PROJECT ID NO. RMD1506003
PRIME CONTRACTOR LICENSE REQUIRED: NONE REQUIRED

AZUSA / COVINA / CLAREMONT STREET SWEEPING

TOTAL LENGTH = 207.0 MILES



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SHEET 1 Title Sheet SHEET 2 - 12 Location Maps

SHEET 13 Summary, Alleys & Medians

REFERENCES THOMAS GUIDE AS SHOWN ROAD DISTRICT 118, 518

REVIEWED

SUBMITTED

APPROVED Donald Wolfe

ASSIL DEPUTY DIRECTOR-ROLMAINTLDIV.

DIRECTOR OF PUBLIC WORKS

CHECKER SHEET OF 43 SHEET

PROJECT ENGINEER
S. HOURANY

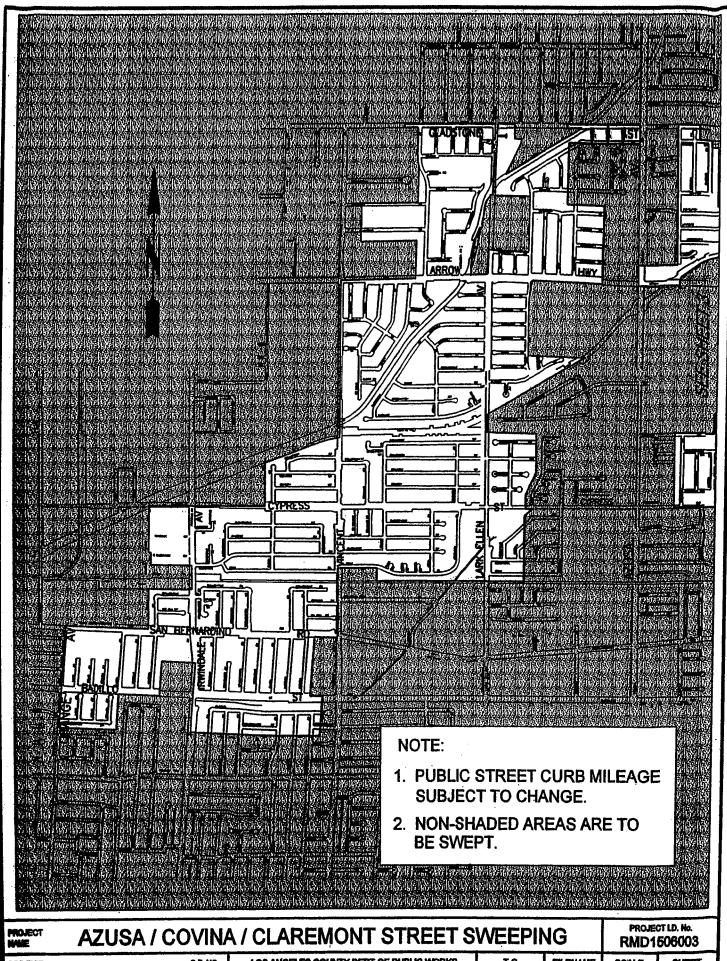
C.E. NO. DESIGNER

C 54213

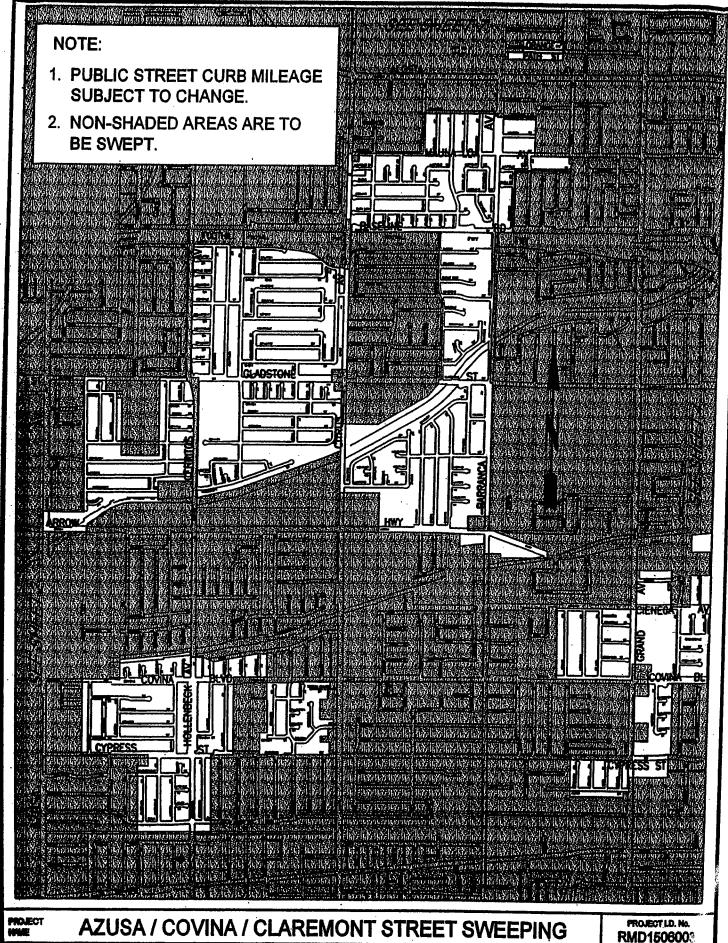
D. OBOZA

N. GEMENIANO

SHEET 1 OF 13 SHTS



C.E. NO. C 54213 T.G. FILENAME SCALE S. HOURANY **ROAD MAINTENANCE DIVISION - DISTRICT 1** 506 NONE 2 OF 13



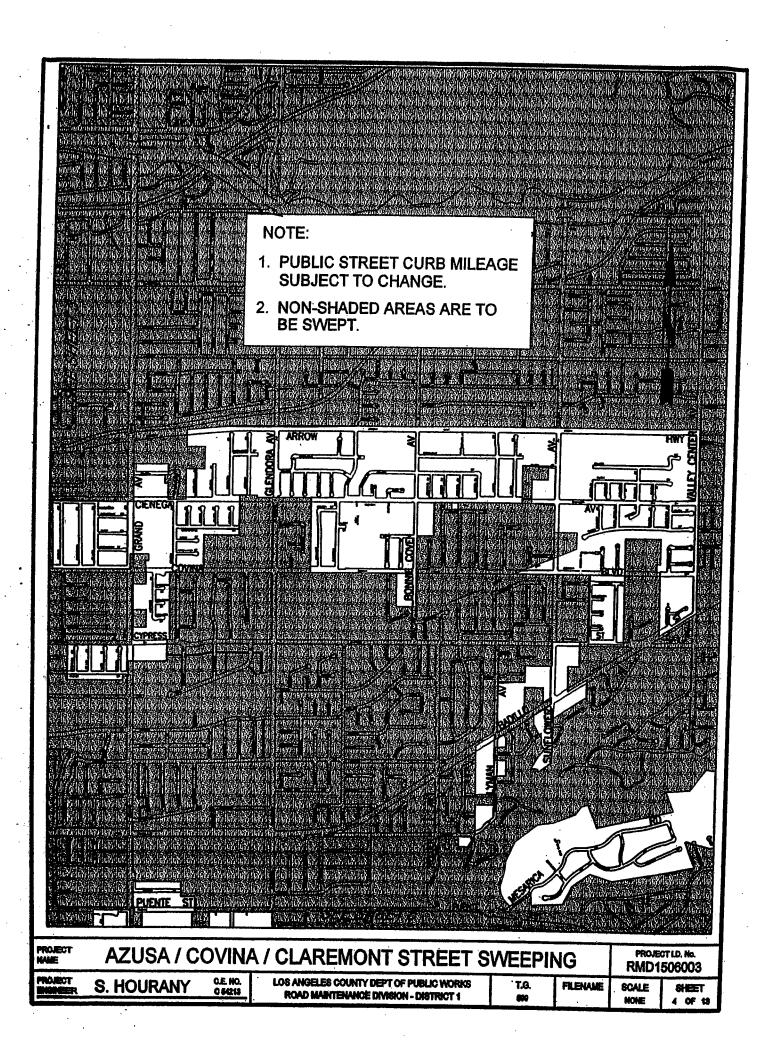
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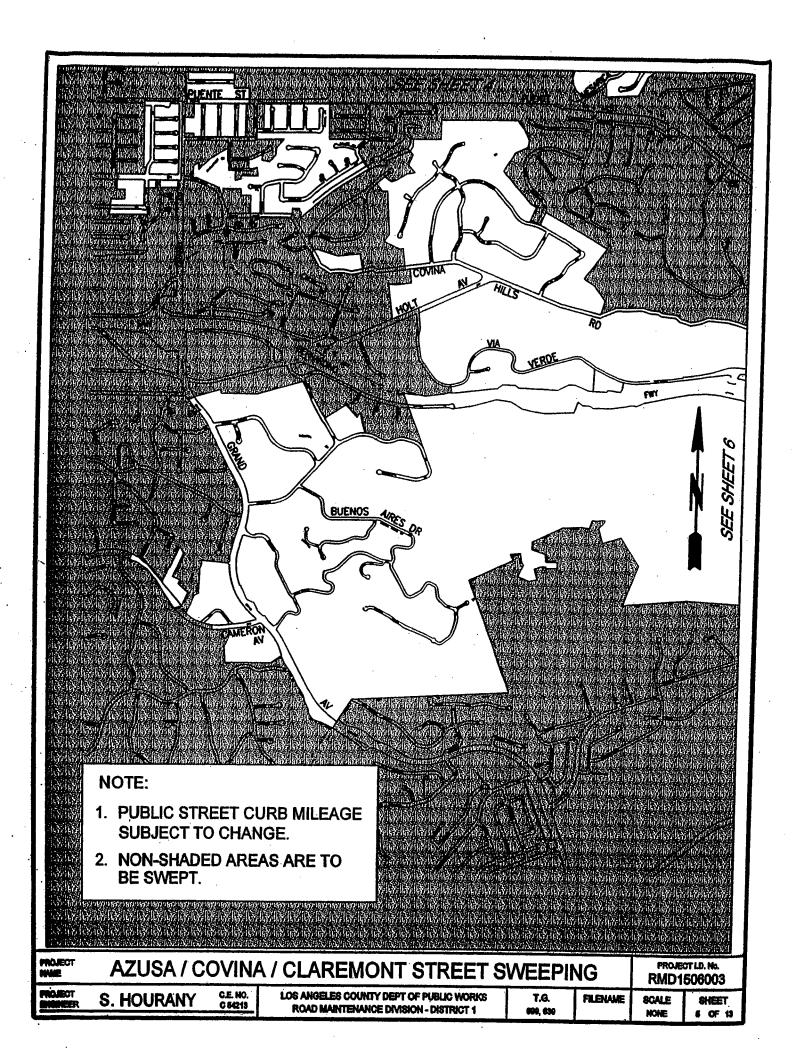
S. HOURANY

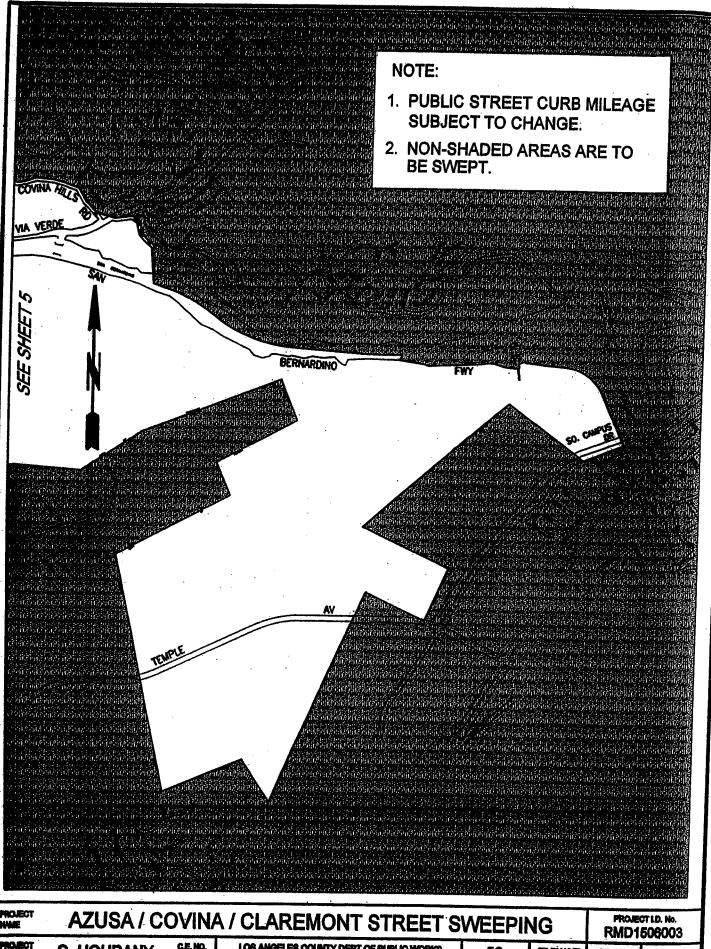
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T.G. 669, 696, 599 FILENAME

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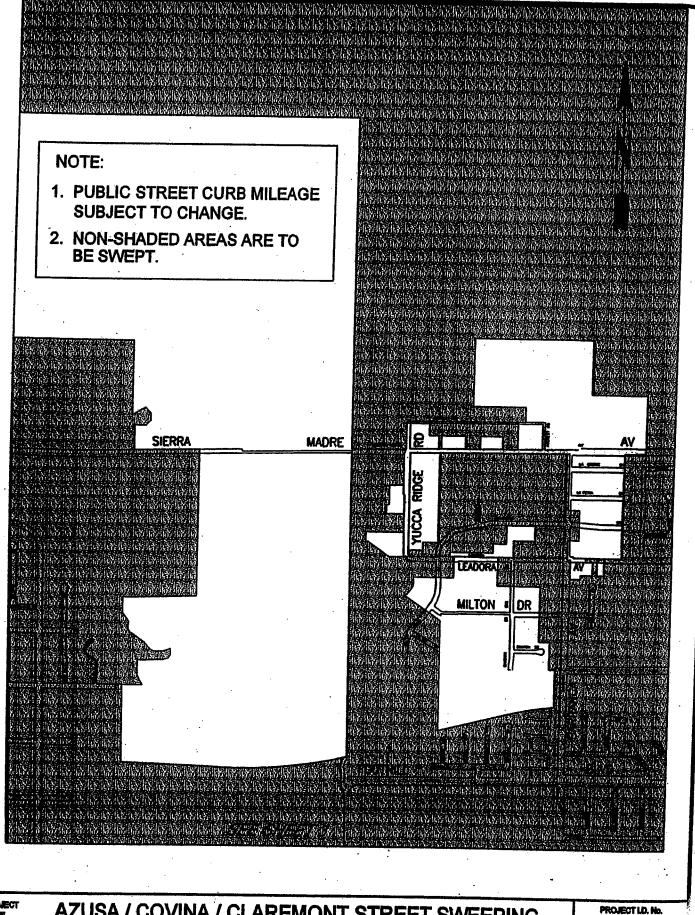
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AZUSA / COVINA / CLAREMONT STREET SWEEPING

RMD1506003

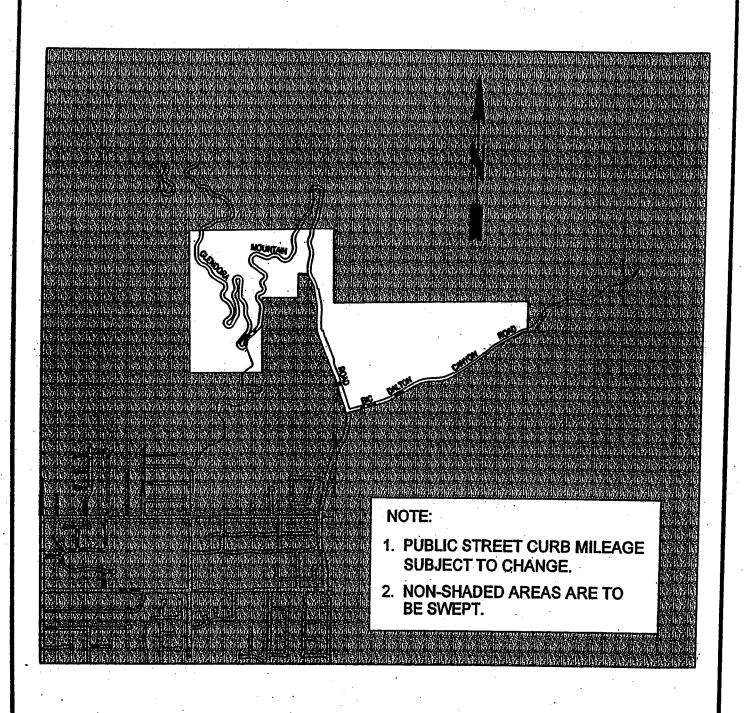
S. HOURANY

LOS ANGELES COUNTY DEPT OF PUBLIC WORKS **ROAD MAINTENANCE DIVISION - DISTRICT 1**

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PROJECT LD. No. RMD1506003

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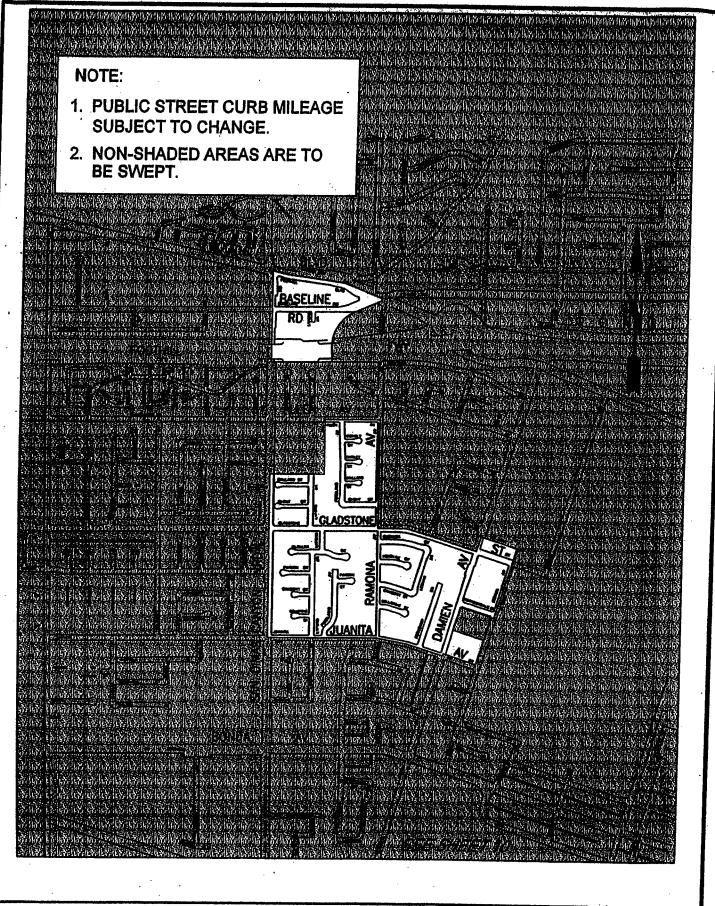
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ROAD MAINTENANCE DIVISION - DISTRICT 1

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AZUSA / COVINA / CLAREMONT STREET SWEEPING

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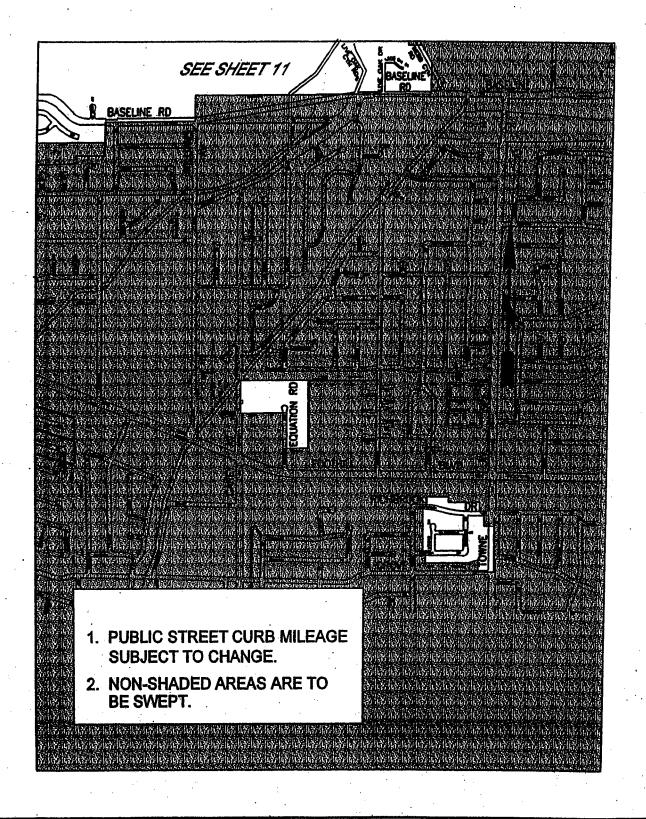
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S. HOURANY

C.E. NO. C 64243 LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1

T.G. 670, 600 FILENAME

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AZUSA / COVINA / CLAREMONT STREET SWEEPING

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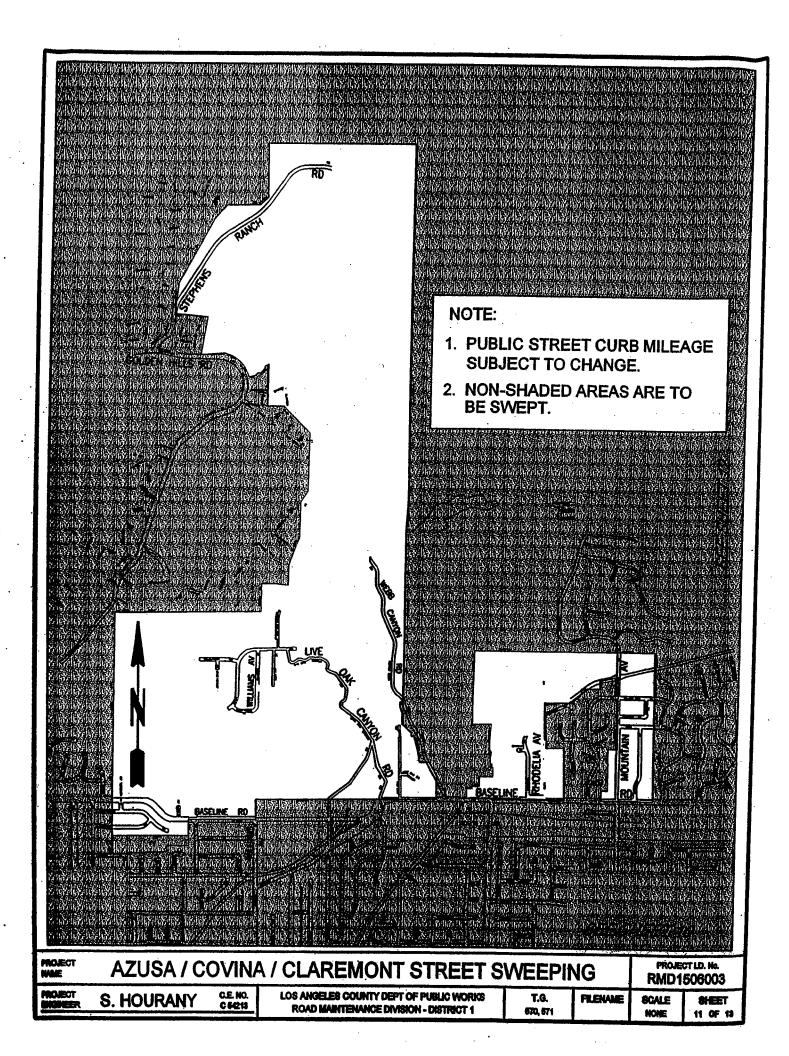
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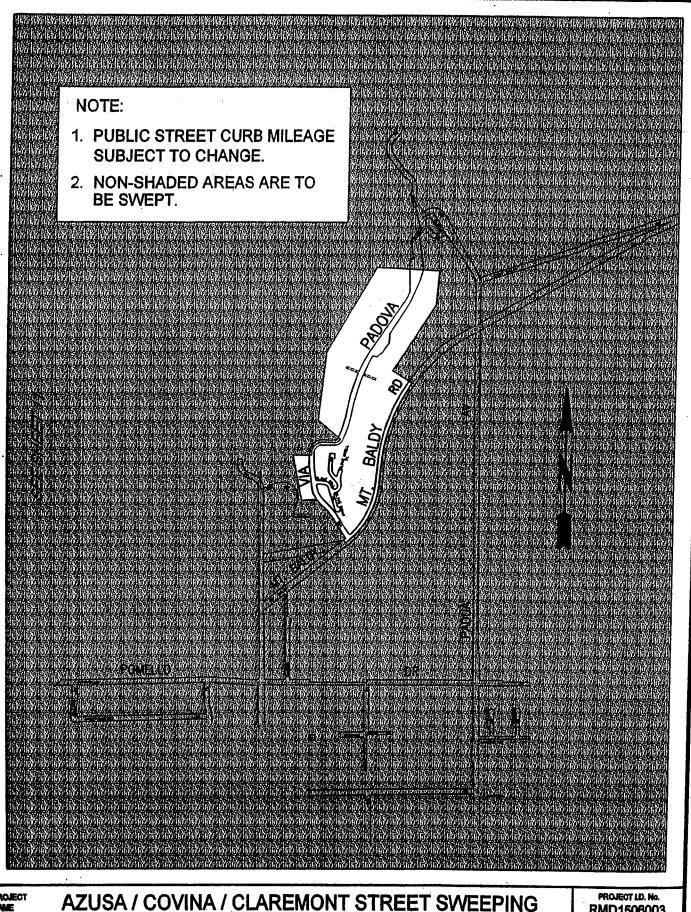
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PROJECT NAME AZUSA / COVINA / CLAREMONT STREET SWEEPING

RMD1506003

S. HOURANY

LOS ANGÉLES COUNTY DEPT OF PUBLIC WORKS **ROAD MAINTENANCE DIVISION - DISTRICT 1**

T.G. **671** FILENAME

SCALE NONE 12 OF 15

SUMMARY OF MILES

TYPE
Streets and Highways
Streets and Highways
Raised Curbed Medians
Paved Alleys

CURB MILES

194.01

194.01

10.51

TOTAL MILES TO BE SWEPT: 207.00

NOTE: ALL CURBED PUBLIC STREETS INCLUDING CURBED MEDIANS AND ALLEYS WITHIN THE NON-SHADED AREAS FOUND ON SHEETS 2 THROUGH 12 ARE TO BE SWEPT WEEKLY.

ALLEYS

(TO BE SWEPT EVERY WEEK)

ALLEY LOCATION	<u>LIMITS</u>	CURB MILES
Alley S/o Gladstone St.	Lark Ellen Av. to 200' E/o Lark Ellen Av.	0.08
Alley W/o Hollenbeck Av.	410' N/o Covina Bl. To Covina Bl.	0.16
Alley E/o Hollenbeck Av.	410' N/o Covina Bl. To Covina Bl.	0.16
Alley S/o Clenega Av.	De Lay Av. to 295' E/o De Lay Av.	<u>0.11</u>
	TOTAL PAVED ALLEY MILE	

CURBED MEDIANS

(TO BE SWEPT EVERY WEEK)

· ·			
STREET NAME	<u>LIMITS</u>	SIDE	MILES
Arrow Highway	Azusa Av. to Big Dalton BW	Both	0.08
Arrow Highway	430' W/o Barranca Av to Barranca Av.	Both	0.16
Arrow Highway	Barranca Av. to 175' E/o Barranca Av.	Both	0.07
Arrow Highway	Glendora Av. to Valley Center Av.	Both	3.17
Azusa Av.	230' N/o Arrow Hy. To Arrow Hy.	Both	0.09
Badillo St.	Orange Av. to 300' W/o Vincent Av.	Both	1.73
Badillo St.	400' W/o Lyman St. to Lyman St.	Both	0.16
Badillo St.	Sunflower Av. to 355' E/o Sunflower Av.	North	0.10
Badillo St.	Sunflower Av. to 771' E/o Sunflower Av.	South	0.14
Badillo St.	235' W/o Castleview Av. to Valley Center Av.	North	0.14
Barranca Av.	194' S/o Armstead St. to Gladstone St.	Both	0.12
Grand Av.	Cienega Av. to Covina Bl.	Both	0.33
Grand Av.	Cypress St. to 325' S/o Cypress St.	Both	0.47
Grand Av.	Puente Av. to Rowland Av.	Both .	
Grand Av.	Virginia Av. to 2150' S/o Cameron Av.	Both	0.42
Irwindale Av.	Queenside Dr. to Badillo St.		2.50
Lark Ellen Av.		Both	0.40
•	Woodcroft St. to Arrow Hy.	Both	0.13
Temple Av.	4500' E/o Grand Av. to 8591' E/o Grand Av.	Both	1.86
Towne Av.	195' S/o Richbrook Dr. to Grove St.	Both	0.19
Via Verde	725' W/o Covina Hills Rd. to Covina Hills Rd.	Both	0.27
•	TOTAL	CURB MILES:	12.48

PROJECT MAME	AZUSA / C	OVIN	A / CLAREMONT STREET S	WEEPI	NG	 CT LD. No. 606003
PROJECT ENGINEER	S. HOURANY	C.E. NO. C 54213	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1	T.G.	FILENAME	SHEET 19 OF 13

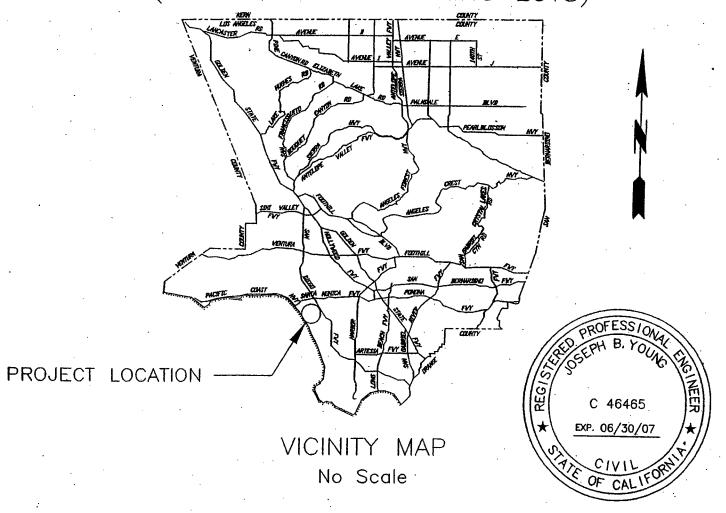
EXHIBIT F

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS

PROJECT ID NO. RMD3206003. PRIME CONTRACTOR LICENSE REQUIRED: NONE

MARINA DEL REY AREA STREET SWEEPING, ET AL., ROAD DIVISIONS 233 AND 433

> TOTAL LENGTH 53 MILES PER WEEK (NOT INCLUDING PARKING LOTS)



INDEX OF SHEETS

SHEET 1 Title Sheet SHEETS 2-3 Street Limits APPROVED D.L. WOLFE DIRECTOR OF PUBLIC WORKS DEPUTY DIRECTOR DATE SUBMITTED ASST. DEPUTY DIRECTOR-RD.MAINT.DIV.

REFERENCES THOMAS GUIDE 671, 672, 701, 702

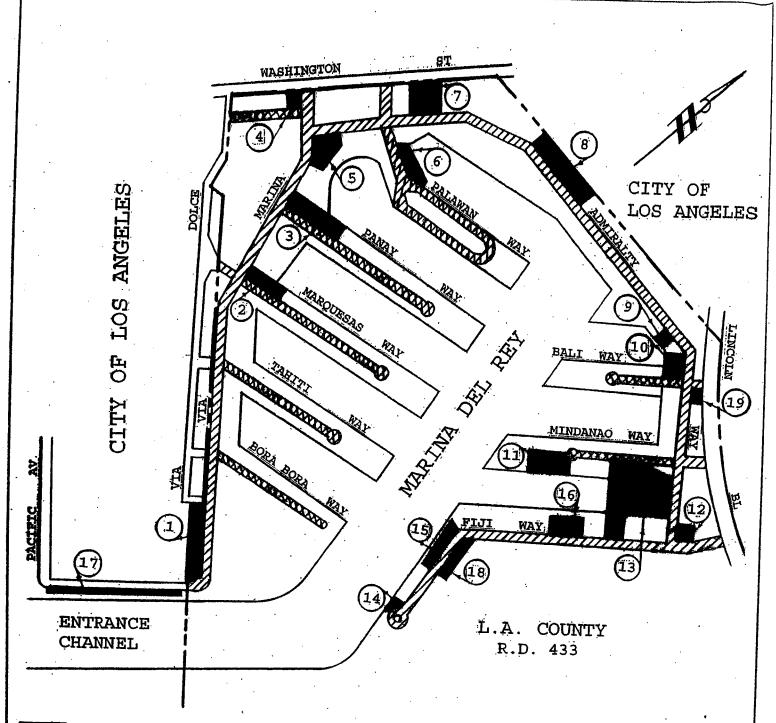
REVIEWED

ROAD DIVISION 233 AND 433 PROJECT ENGINEER C.E. NO. DESIGNER

J. YOUNG c 57158 J. DONALDSON

CHECKER C. MAYNE

DISTRICT ENGINEER-RD.MAINT.DIST. 3 DWG.



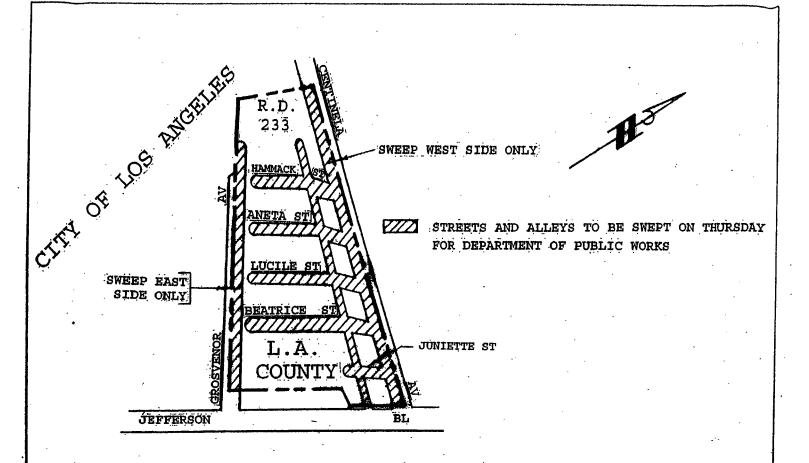
PARKING LOTS TO BE SWEPT FOR DEPARTMENT OF BEACHES & HARBORS

LOT 15 TO BE SWEPT ON SUNDAY, MONDAY, WEDNESDAY, THURSDAY, FRIDAY & SATURDAY EXCEPT FROM MEMORIAL DAY WEEKEND THROUGH THE FIRST WEEK OF SEPTEMBER WHEN IT SHALL BE SWEPT EVERYDAY. LOT 11,13, & 16 TO BE SWEPT ON SUNDAY, MONDAY, THURSDAY & SATURDAY. ALL OTHER LOTS ARE TO BE SWEPT ON MONDAY AND THURSDAY. LOTS 1,2,3,& 7 TO BE SWEPT AFTER 7 A.M. ALL OTHER LOTS TO BE SWEPT PRIOR TO 7 A.M.

STREETS TO BE SWEPT FOR DEPARTMENT OF PUBLIC WORKS ON MONDAY & THURSDAY

STREETS TO BE SWEPT FOR DEPARTMENT OF BEACHES & HARBORS ON MONDAY & THURSDAY AFTER 7 A.M.

PROJECT NAME	MARINA DEL	. RE	/ AREA	STREET	SWEEPIN	VG, ET	AL.		T I.D. No. 206003
PROJECT ENGINEER	J. YOUNG	C.E. NO. C 46465		COUNTY DEPT OF ENANCE DIVISION		T.G. 671.672 701.702	FILENAME	SCALE NONE	SHEET 2 OF 3



% OF LUMP SUM COST FOR EACH PARKING LOT FOR BID ITEM 3						
LOT NUMBER	% LUMP SUM COST	LOT NUMBER	% LUMP SUM COST			
1	7,%	9	5%			
2	6%	10	8%			
· 3	6%	12	. 6%			
4	4%	. 14	9%			
5	8%	17	9%			
6	8%	18	10%			
7	4%	19 ,	. 5%			
8	5%	TOTAL	100%			

% OF LUMP SUM COST FOR EACH PARKING LOT FOR BID ITEM 4						
LOT NUMBER	% LUMP SUM COST					
11	30%					
13	52%					
16	18%					
TOTAL	100%					

PROJECT NAME	MARINA DEL RE	Y AREA STREET SWEEPIN	NG, ET AL.	PROJECT I.D. No. RMD3206003
PROJECT ENGINEER	J. YOUNG CEN		T.G. FILENAME	SCALE SHEET NONE 3 OF 3

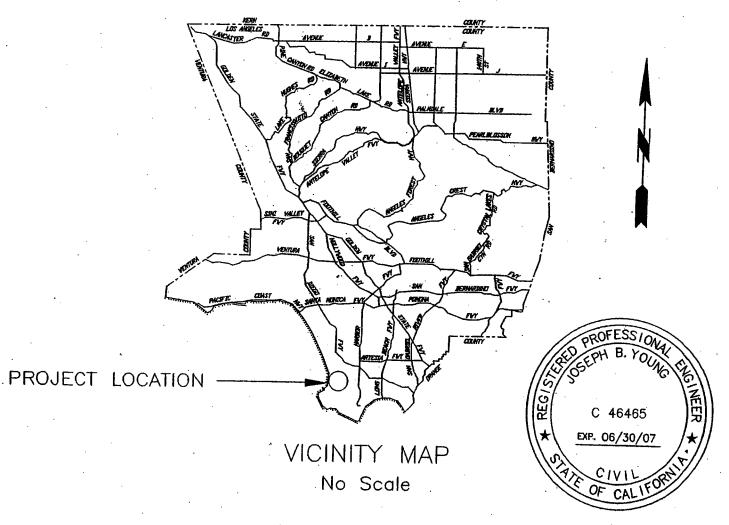
EXHIBIT G

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS

PROJECT ID NO. RMD3206004 PRIME CONTRACTOR LICENSE REQUIRED: NONE

SAN PEDRO AREA STREET SWEEPING, ET AL., ROAD DIVISIONS 232 AND 432

TOTAL WEEKLY SWEEPING LENGTH 45 MILES



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SHEET 1 Title Sheet SHEETS 2-3 Street Limits

D.L. WOLFE APPROVED DIRECTOR OF PUBLIC WORKS ASST. DEPUTY DIRECTOR-RD.MAINT.DIV.

REFERENCES THOMAS GUIDE 793, 794, 823, 824

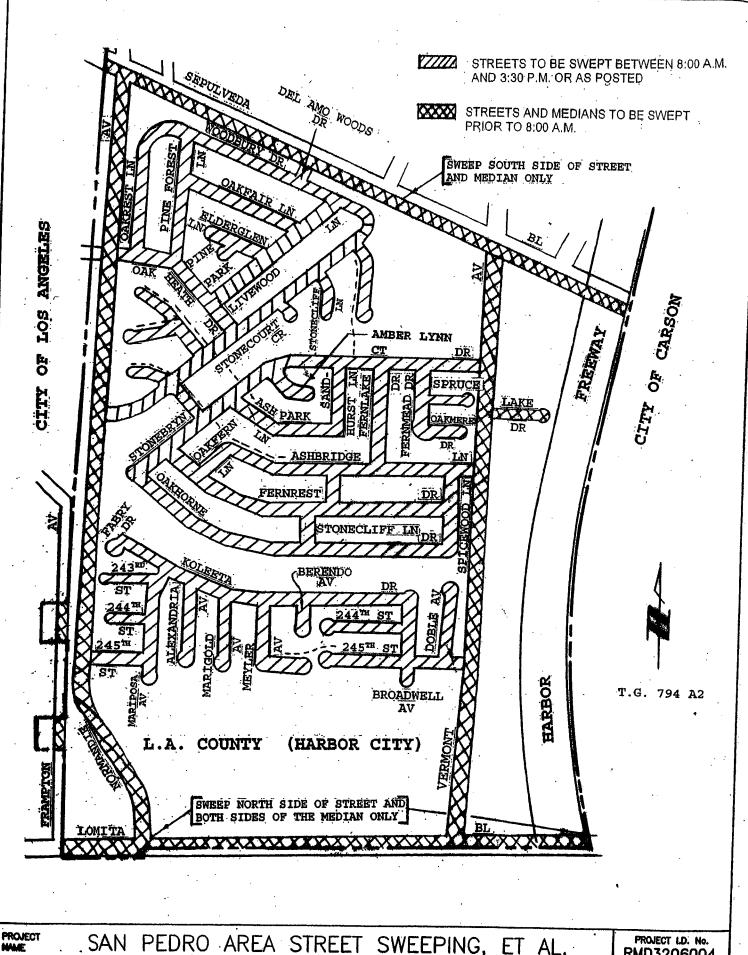
REVIEWED

ROAD DIVISION 232 AND 432

CHECKER

PROJECT ENGINEER

C.E. NO. DESIGNER J. YOUNG C 46465 J. DONALDSON | C. MAYNE



PROJECT J. YOUNG C.E. NO. C.46465 ROAD MAINTENANCE DIVISION - DISTRICT 3 T.G. FILENAME SCALE SHEET NONE 2 OF 3

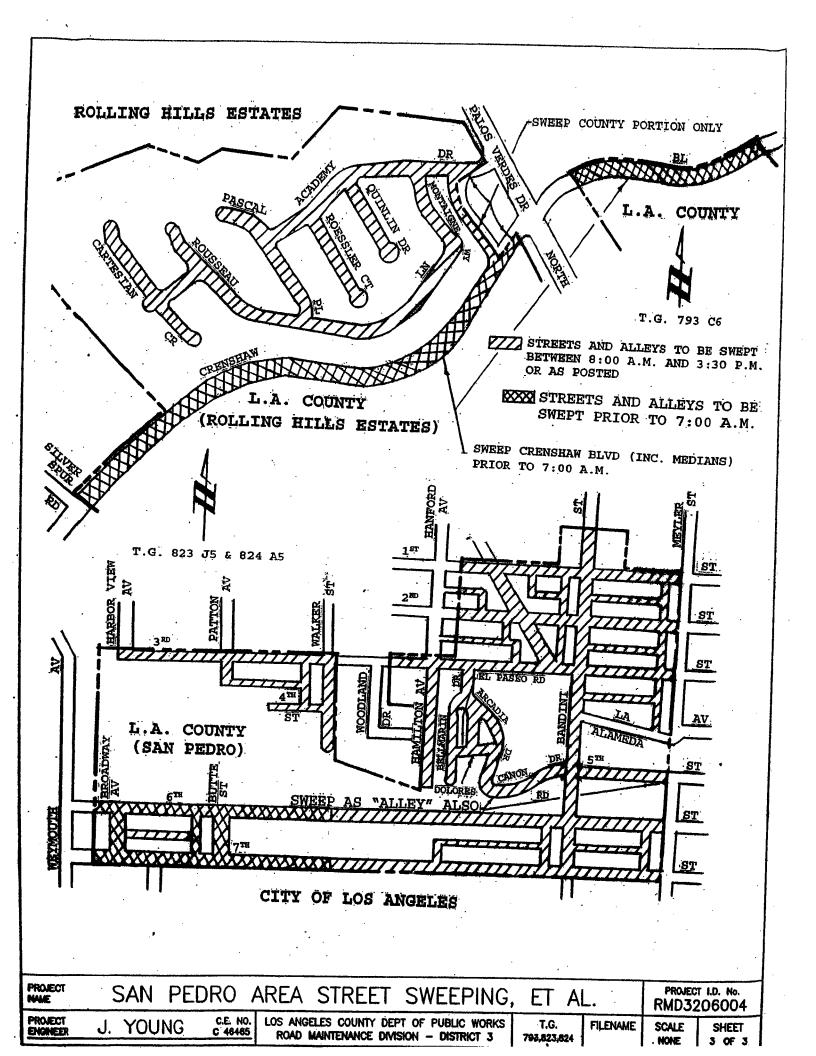


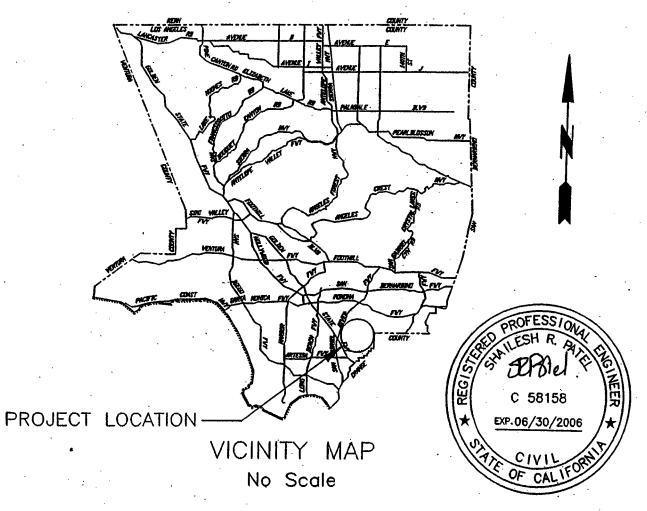
EXHIBIT H

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS

PROJECT ID NO. RMD4406002 PRIME CONTRACTOR LICENSE REQUIRED: NONE.

SOUTH AND WEST WHITTIER STREET SWEEPING

TOTAL LENGTH 404.02 MILES



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12-14 Posted Times & Notes 15-18

Summary, Alleys & Medians

REFERENCES THOMAS GUIDE 676, 677, 706, 707 708, 736, 737 & 766

ROAD DISTRICT 146, 446 & 441

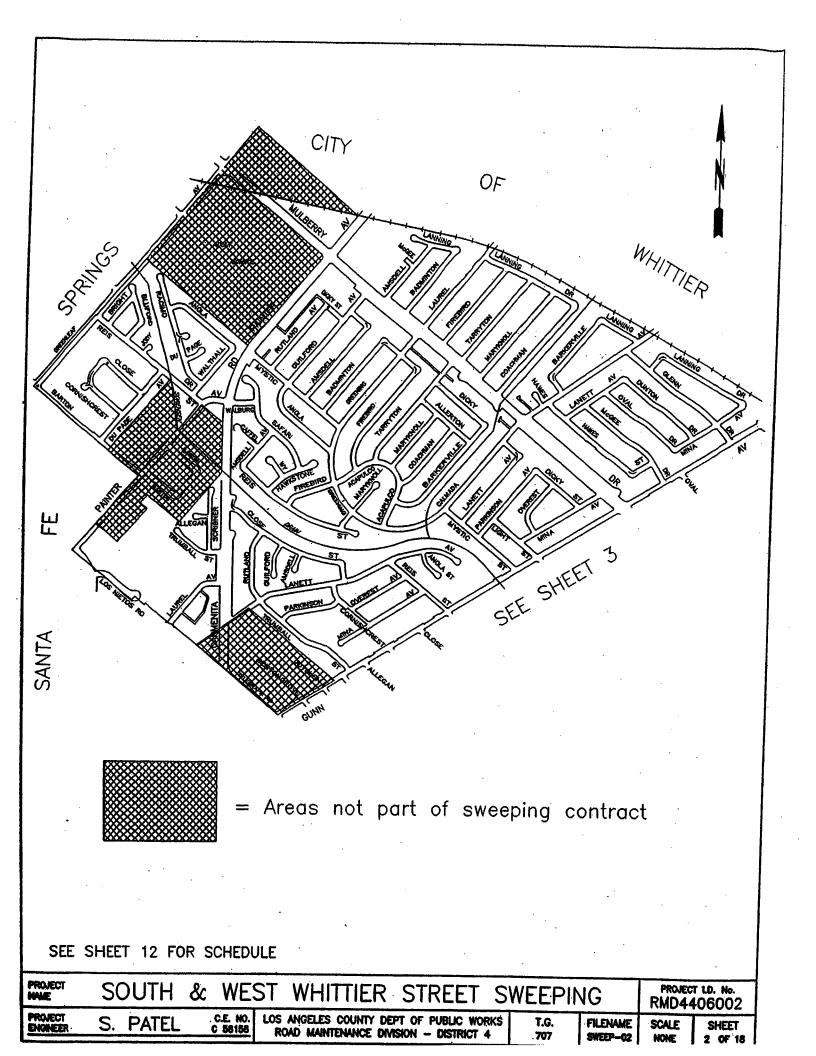
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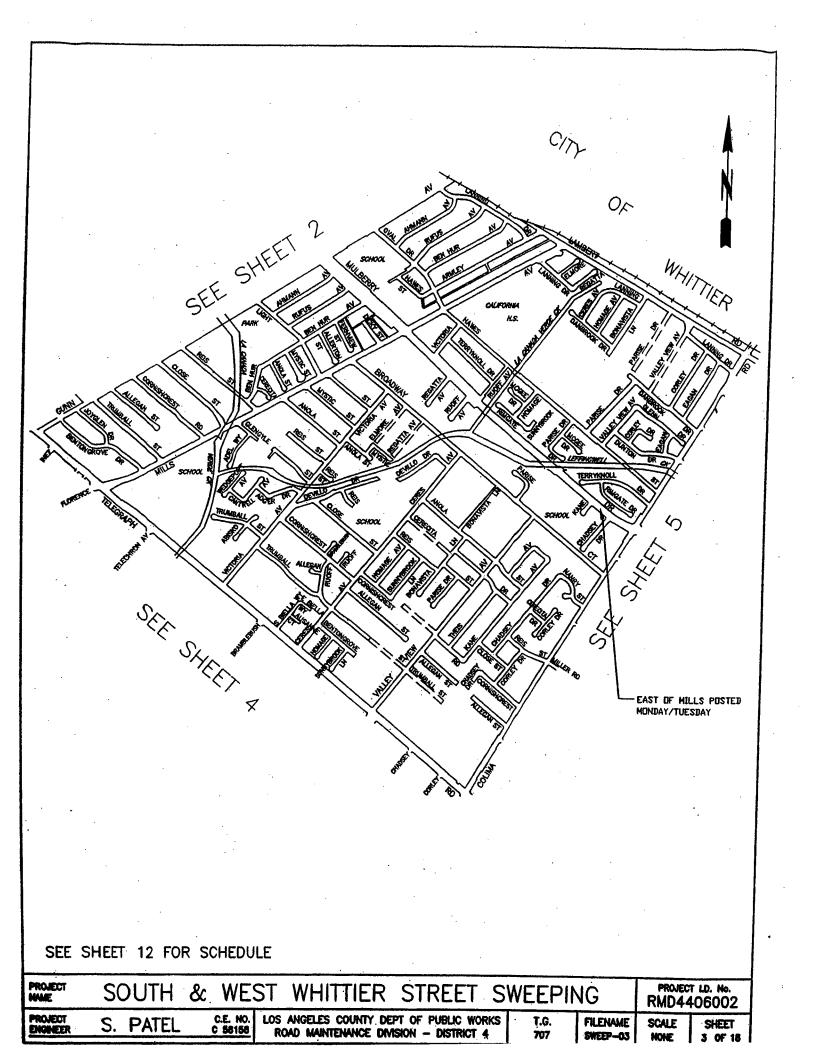
DONALD L WOLFE

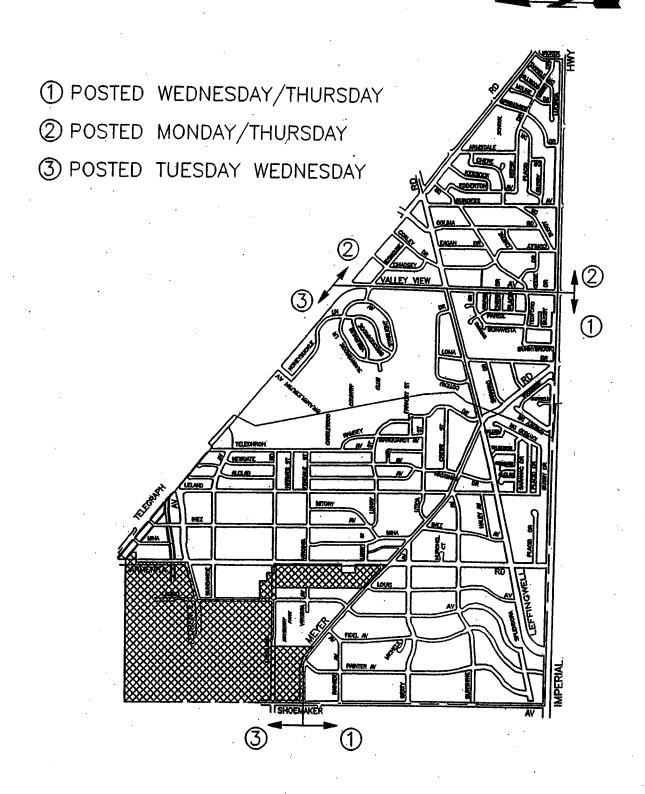
PROJECT ENGINEER C.E. NO. DESIGNER CHECKER SHAILESH PATEL C58158 B. LE

R. GORDILLO

DWG. SWEEP-01

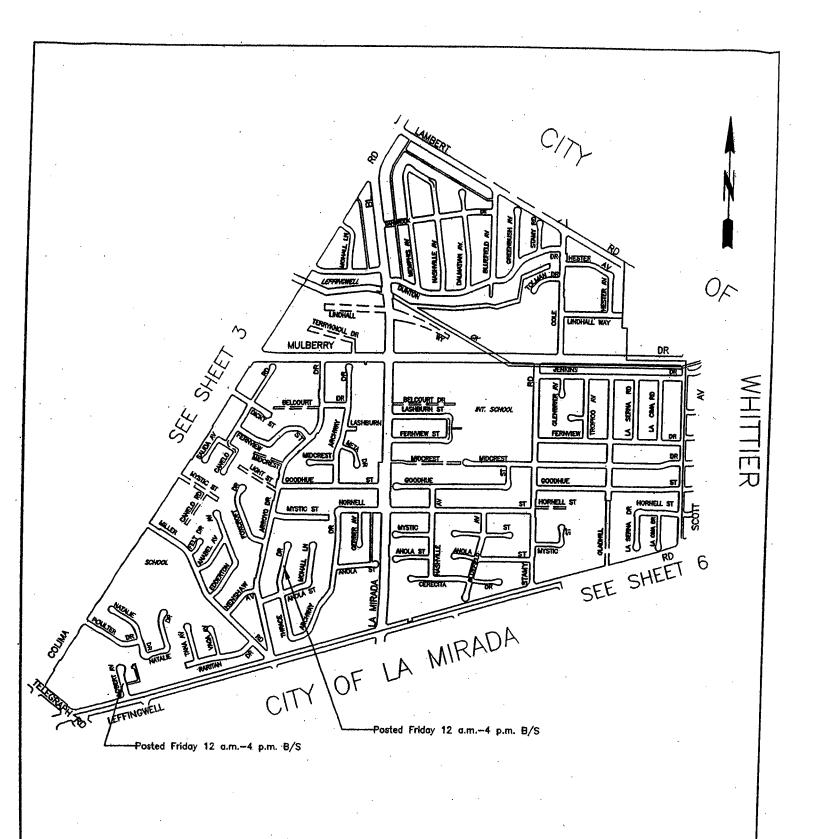






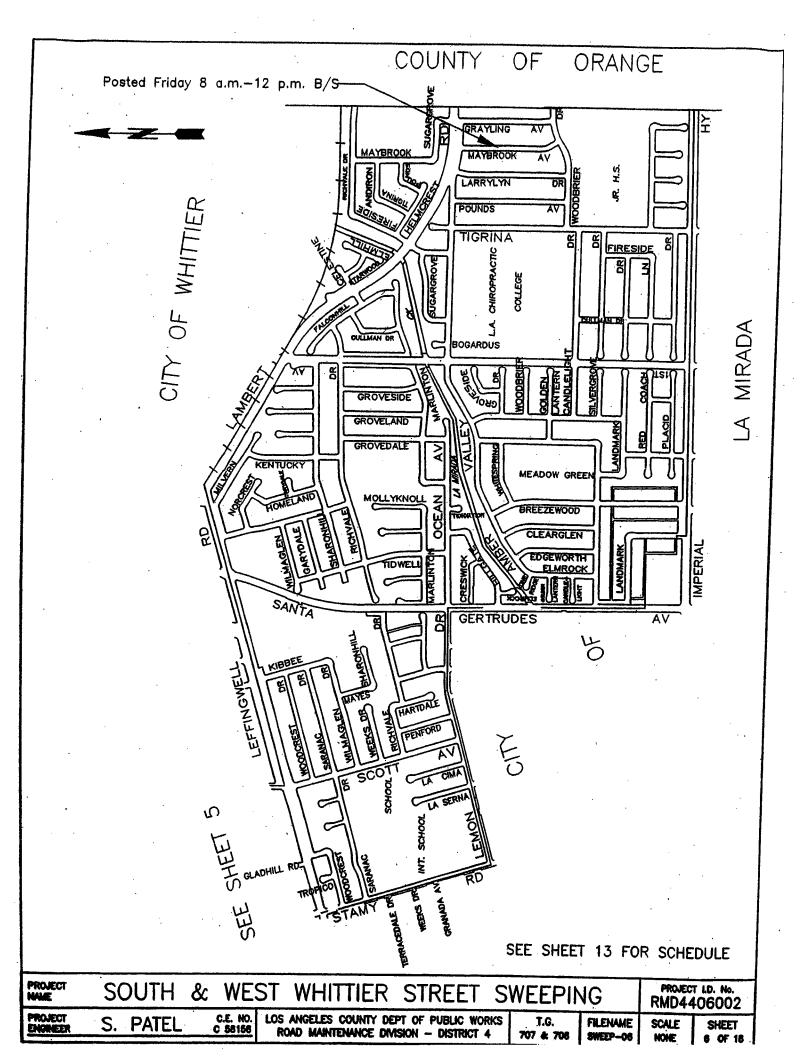
SEE SHEET 12 FOR SCHEDULE

PROJECT	SOUTH	& WEST	WHITTIER STREET	SWEEPING	PROJECT LD. No. RMD4406002
PROJECT ENGNEER	S. PATEL	C.E. NO. LOS C 58158	S ANGELES COUNTY DEPT OF PUBLIC WORK ROAD MAINTENANCE DIVISION — DISTRICT 4	T.G. FILENAL 707 & 737 SWEEP-	AE SCALE SHEET 04 NONE 4 OF 18

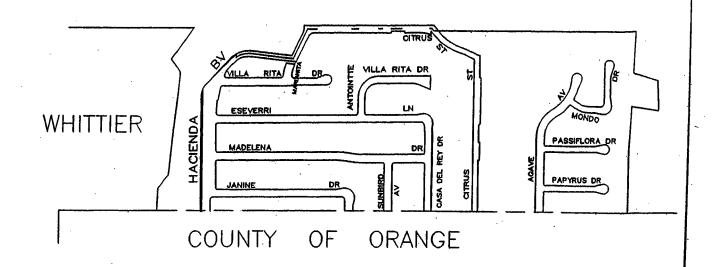


SEE SHEET 13 FOR SCHEDULE

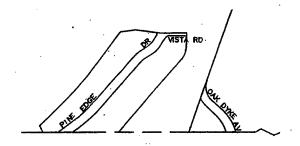
PROJECT NAME	SOUTH	& WES	T WHITTIER STREET SI	WEEPING	PROJECT LD. No. RMD4406002
PROJECT ENGINEER	S. PATEL	C.E. NO. L C 58158	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION — DISTRICT 4	T.G. FILENAME 707 SWEEP-05	SCALE SHEET NONE 5 OF 18



CITY OF LA HABRA HEIGHTS



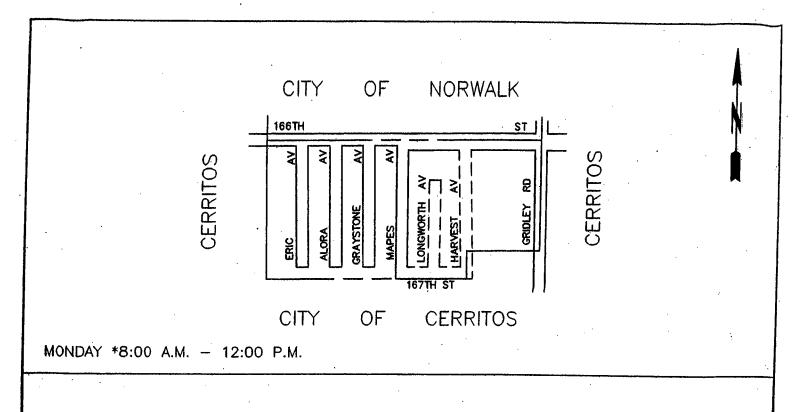
LA HABRA HEIGHTS

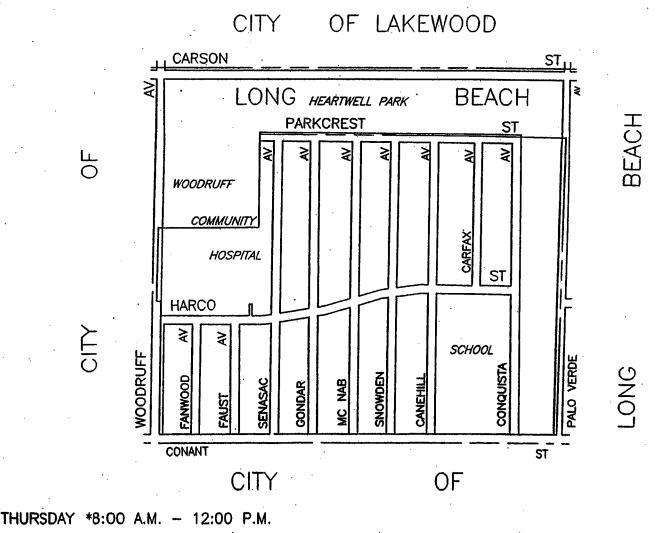


COUNTY OF ORANGE

SEE SHEET 13 FOR SCHEDULE

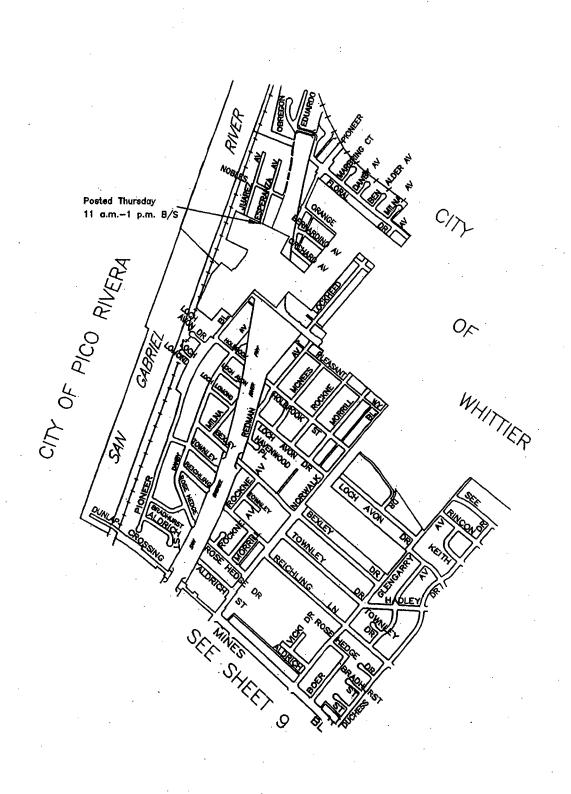
PROJECT NAME	SOUTH	& WES	T WHITTIER STREET S	WEEPING	PROJECT LD. No. RMD4406002	
PROJECT ENGNEER	S. PATEL		OS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION — DISTRICT 4	T.G. FILENAME 706 SWEEP-07	SCALE SHEET NONE 7 OF 18	7





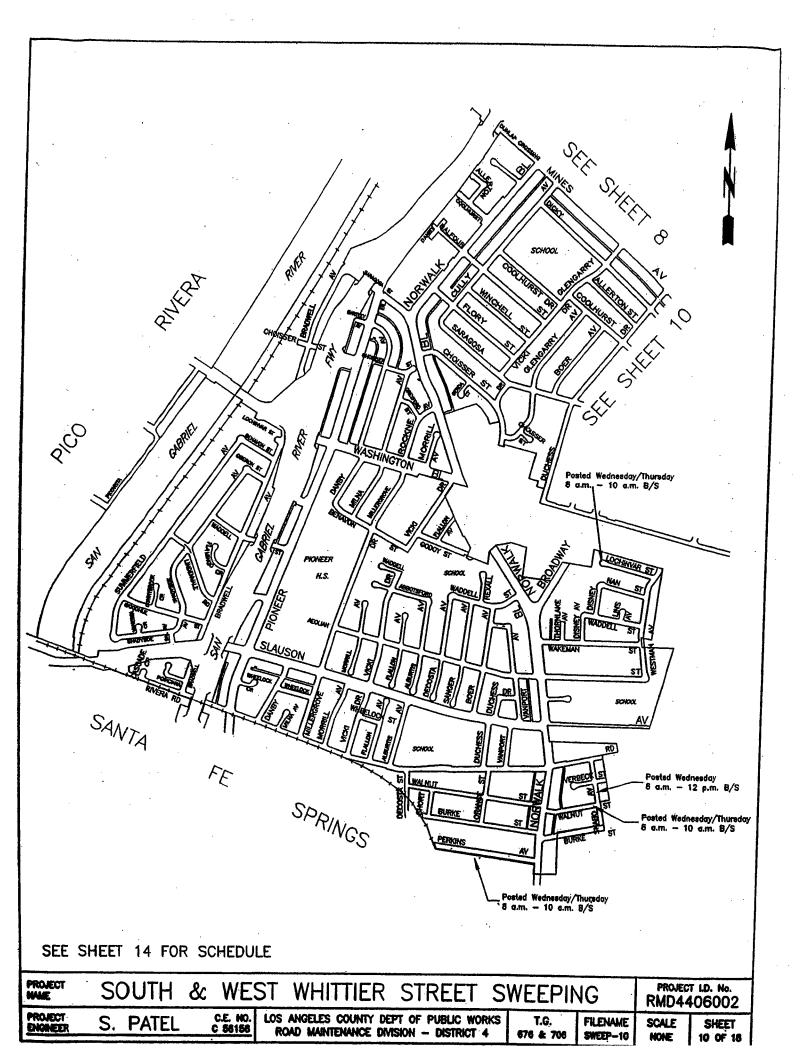
PROJECT SOUTH & WEST WHITTIER STREET SWEEPING RMD4406002

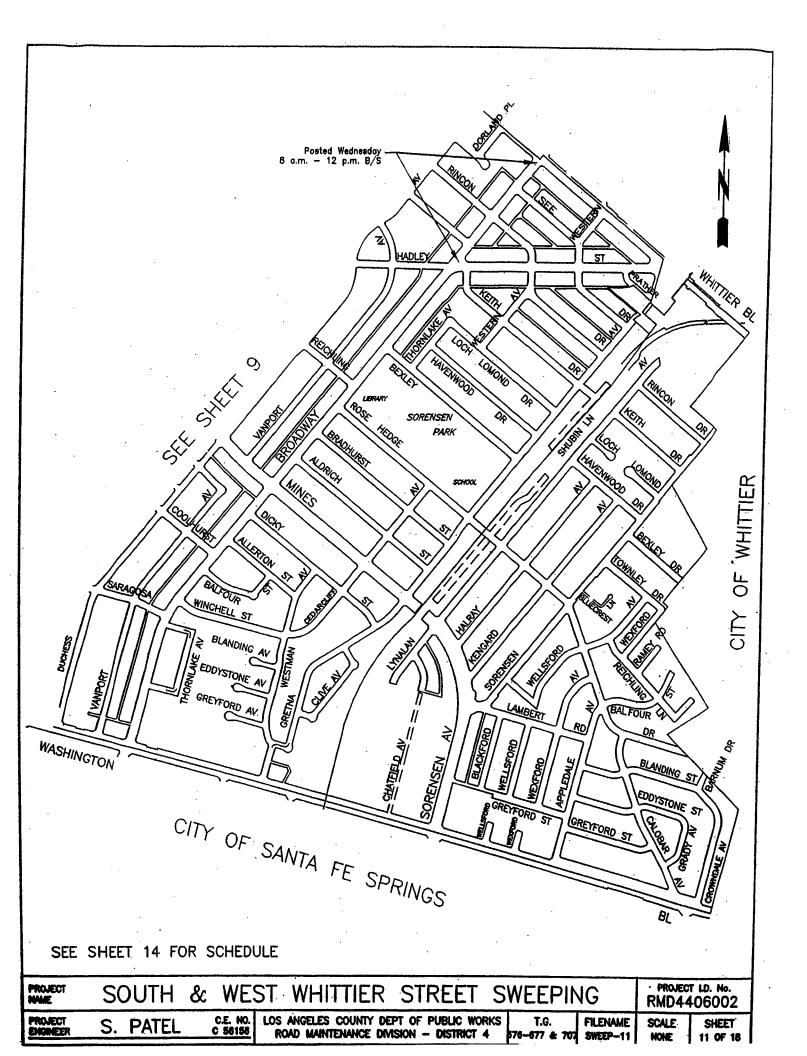
PROJECT S. PATEL C.E. NO. C 56158 ROAD MAINTENANCE DIVISION - DISTRICT 4 736 & 766 SWEEP-06 NONE 8 OF 18



SEE SHEET 14 FOR SCHEDULE

PROJECT	SOUTH	& WES	T WHITTIER STREET S	WEEPIN	1G		T I.D. No. 106002
PROJECT ENGINEER	S. PATEL		OS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION — DISTRICT 4	T.G. 676 & 706	FILENAME SWEEP-00	SCALE MONE	SHEET 9 OF 16





DAYS & TIMES

SHEET 2

ERIDAY

*7:00 A.M. - 4:00 P.M.

SHEET 3

MONDAY

7:00 A.M. - 11:00 A.M.

TUESDAY

4:00 A.M. - 7:00 A.M. 7:00 A.M. - 11:00 A.M.

ERIDAY

*7:00 A.M. - 4:00 P.M.

SHEET 4

MONDAY

4:00 A.M. - 7:00 A.M. 12:00 P.M. - 4:00 P.M.

TUESDAY

4:00 A.M. - 7:00 A.M. 12:00 P.M. - 4:00 P.M.

WEDNESDAY

4:00 A.M. - 7:00 A.M. 7:00 A.M. - 11:00 A.M. 12:00 P.M. - 4:00 P.M.

IHURSDAY

4:00 A.M. - 7:00 A.M. 7:00 A.M. - 11:00 A.M. 12:00 P.M. - 4:00 P.M.

NOTES:

- -PUBLIC STREET CURB MILEAGE SUBJECT TO CHANGE -ALL PUBLIC STREETS AND ALLEYS TO BE SWEPT ONCE PER WEEK AND MUST BE SWEPT WITHIN THE POSTED TIME FRAME
- * AREAS NOT POSTED

PROJECT NAME	SOUTH & W	EST WHITTIER STREET SWEEPING	PROJECT LD. No. RMD4406002
PROJECT ENGINEER	S. PATEL CE.		ENAME SCALE SHEET

DAYS & TIMES

SHEET 5

SHEET 6

SHEET 7

ERIDAY

*7:00 A.M. - 4:00 P.M. 12:00 A.M. - 4:00 P.M. FRIDAY

*7:00 A.M. — 4:00 P.M. 8:00 A.M. — 12:00 P.M. **FRIDAY**

*7:00 A.M. - 4:00 P.M.

NOTES:

- -PUBLIC STREET CURB MILEAGE SUBJECT TO CHANGE
- -ALL PUBLIC STREETS AND ALLEYS TO BE SWEPT ONCE PER WEEK AND MUST BE SWEPT WITHIN THE POSTED TIME FRAME
- * AREAS NOT POSTED

PROJECT NAME	SOUTH &	& WES	T WHITTIER STREET S	WEEPIN	1G	T LD. No. 106002
PROJECT ENGNEER	S. PATEL		OS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION — DISTRICT 4	1	FILENAME SWEEP-13	 SHEET 13 OF 18

DAYS & TIMES

SHEET 9

WEDNESDAY

*7:00 A.M. - 4:00 P.M.

THURSDAY

*7:00 A.M. - 4:00 P.M.

11:00 A.M. - 1:00 P.M.

SHEET 10

WEDNESDAY

*7:00 A.M. - 4:00 P.M.

8:00 A.M. - 10:00 A.M.

8:00 A.M. - 12:00 P.M.

THURSDAY

*7:00 A.M. - 4:00 P.M.

8:00 A.M. - 10:00 A.M.

SHEET 11

WEDNESDAY

*7:00 A.M. - 4:00 P.M.

8:00 A.M. - 12:00 P.M.

THURSDAY

*7:00 A.M. - 4:00 P.M.

NOTES:

- -PUBLIC STREET CURB MILEAGE SUBJECT TO CHANGE
- -ALL PUBLIC STREETS AND ALLEYS TO BE SWEPT ONCE PER WEEK AND MUST BE SWEPT WITHIN THE POSTED TIME FRAME
- * AREAS NOT POSTED

PROJECT ·	SOUTH	& WES	ST WHITTIER	STREET :	SWEEPIN	١G		T LD. No. 106.002
PROJECT ENGAGER	S. PATEL	C.E. NO. C 56156	LOS ANGELES COUNTY DE ROAD MAINTENANCE DIM		S T.G.	FILENAME SWEEP-14	SCALE	SHEET 14 OF 18

ALLEYS

(TO BE SWEPT EVERY WEEK)

		<u>PASS</u>
ALLEY LOCATION	<u>LIMITS</u>	MILES
Alley N/o Florence Avenue	Carmenita Road / Telegraph Road (Both Sides R.R.R/W)	0.43
Alley E/o Breezewood Drive	Breezewood Drive / Breezewood Drive	0.38
Alley E/o Broadway	Alley N/o Hadley Street / Alley S/o Whittier Boulevard	0.25
Alley E/o Broadway	Bexley Drive / Keith Drive	0.30
Alley E/o Carmenita Road	Meyer Road / Lukay Street	0.27
Alley E/o Danby Avenue	Choisser Street / Pioneer Boulevard	0.29
Alley E/o Fernview Street	Ben Hur Avenue / Mills Avenue	0.23
Alley E/o Gretna Avenue	Washington Blvd / Alley N/o Washington Blvd	0.06
Alley E/o Kibbee Avenue	Marlinton Drive / Richvale Drive	0.14
Alley E/o La Mirada Boulevard	Dunton Drive / Lambert Road	0.61
Alley E/o Laurel Avenue	Laurel Avenue S / Laurel Avenue N	0.26
Alley E/o Norwalk Boulevard	Alley N/o Washington Boulevard / Flory Street	0.53
Alley E/o Norwalk Boulevard	BURKE Street / WALNUT Street	0.09
Alley E/o Norwalk Boulevard	Wakeman Street / 220' N/o Wakeman Street	0.08
Alley E/o Norwalk Boulevard	Walnut Street / Rivera Road	0.19
Alley E/o Norwalk Boulevard	400' S/o Balfour Street / Alley N/o Mines Boulevard	0.76
Alley E/o Painter Avenue	Alley N/o Mystic Street / Alley S/o Mulberry Drive	0.19
Alley E/o Painter Avenue	Mystic Street / N/o Mystic Street	0.05
Alley E/o Pioneer Boulevard	Orchard Avenue / Orange Drive	0.20
Alley E/o Pioneer Boulevard	Washington Blvd / 1320' N/o Washington Blvd	0.50
Alley E/o Pioneer Boulevard	850' S/o Holbrook Street / Holbrook Street	0.32
Alley E/o Sorensen Avenue	Greyford Street / Lambert Road	0.24
Alley E/o Santa Gertrudes Avenue	Alley S/o Landmark Drive / Landmark Drive	0.06
Alley N/o Hadley Street	Broadway / Alley S/o Whittier Boulevard	0.47
Alley N/o Imperial Highway	Breezewood Drive / Alley E/o Breezewood Drive	0.07
Alley N/o Imperial Highway	190' W/o Clearglen Avenue / Clearglen Avenue	0.07
Alley N/o Leffingwell Road	475' W/o Obert Avenue / 375' E/o Obert Avenue	0.32
Alley N/o Mines Boulevard	Alley E/o Norwalk Boulevard / Glengarry Avenue	0.45
Alley N/o Mines Boulevard	Alley W/o Duchess Drive / Duchess Drive	0.10
Alley N/o Mulberry Drive	250' W/o Calmada Avenue / Calmada Avenue	0.09

PROJECT -	SOUTH 8	& WEST	WHITTIER	STREET S	WEEPIN	NG		t ld. 146. 106002	
PROJECT ENGINEER	S. PATEL		ANGELES COUNTY DEF		T.G. NONE	FILENAME SWEEP-15	SCALE NONE	SHEET 15 OF 18	

Alley N/o Mystic Street	Painter Avenue / Alley E/o Painter Avenue	0.06
Alley N/o Oval Drive	Alley W/o Mills Avenue / Armley Avenue	0.05
Alley N/o See Drive	Alley S/o Hadley Street / Gretna Avenue	0.12
Alley N/o Washington Boulevard	Alley E/o Pioneer Boulevard / Danby Avenue	0.04
Alley N/o Washington Boulevard	Alley W/o Pioneer Boulevard / Pioneer Boulevard	0.05
Alley N/o Washington Boulevard	Gretna Avenue / Alley E/o Gretna Avenue	0.06
Alley N/o Washington Boulevard	Norwalk Boulevard / Alley E/o Norwalk Boulevard	0.05
Alley N/o Washington Boulevard	120' W/o Vanport Avenue / Broadway	0.14
Alley S/o Ben Hur Avenue	Alley E/o Fernview Street / Mulberry Drive SF	0.17
Alley S/o Hadley Street	Keith Drive / Prather Avenue	0.55
Alley S/o Holbrook Street	Pioneer Boulevard / Alley E/o Pioneer Boulevard	0.06
Alley S/o Lambert Road	W Bluefield Avenue / Bluefield Avenue	0.42
Alley S/o Landmark Drive	Alley E/o Santa Gertrudes Avenue / Clearglen Avenue	0.27
Alley S/o Mines Boulevard	Lynalan Avenue / Chatfield Avenue	0.25
Alley S/o Mines Boulevard	Cully Avenue / Broadway	0.83
Alley S/o Mulberry Drive	Alley E/o Painter Avenue / Rutland Avenue	0.06
Alley S/o Mulberry Drive	Alley S/o Ben Hur Avenue / Mills Avenue	0.17
Alley S/o Mulberry Drive	Greening Avenue / E/o Tarryton Avenue	0.24
Alley S/o Mulberry Drive	W/o Calmada Avenue / Calmada Avenue	0.08
Alley S/o Oval Drive	Alley W/o Mills Avenue / Hawes Street	0.05
Alley S/o Rincon Drive	Western Avenue / Gretna Avenue	0.31
Alley S/o See Drive	Alley E/o Broadway / Alley N/o Hadley Street	0.16
Alley S/o See Drive	Alley S/o Hadley Street / Gretna Avenue	0.27
Alley S/o Silvergrove Drive	W/o Breezewood Drive / E/o Breezewood Drive	0.47
Alley S/o Slauson Avenue	400' W/o Danby Avenue / 420' E/o Danby Avenue	0.31
Alley S/o Telegraph Road	W/o Mina Street / S/o Inez Street	0.38
Alley S/o Whittier Boulevard	Alley W/o Broadway / Hadley Street	0.50
Alley S/o Whittier Boulevard	160' W/o Redman Avenue / Redman Avenue	0.06
Alley S/o Whittier Boulevard	Pioneer Boulevard / 150' E/o Pioneer Boulevard	0.06
Alley W/o Breezewood Drive	Imperial Highway NF / Alley S/o Silvergrove Drive	0.28
Alley W/o Broadway	Alley N/o Washington Blvd / Alley S/o Mines Boulevard	0.87
Alley W/o Broadway	Mines Boulevard / Alley S/o Whittier Boulevard	0.13
Alley W/o Clearglen Avenue	Alley N/o Imperial Highway / Alley S/o Landmark Drive	0.13
Alley W/o Duchess Drive	Mines Boulevard / Alley N/o Mines Boulevard	0.05
	· ·	

PROJECT	SOUTH	& WES	ST WHITTIER STREET	SWEEPING	PROJECT LD. No. RMD4406002
PROJECT ENGINEER	S. PATEL	C.E. NO. C 58158	LOS ANGELES COUNTY DEPT. OF PUBLIC WORK ROAD MAINTENANCE DIVISION - DISTRICT 4	T.G. FILEN SHEEF	

Alley W/o La Mirada Boulevard	Anola Street / Hornell Street	0.23
Alley W/o La Mirada Boulevard	Dunton Drive / Colima Road	0.30
Alley W/o Mills Avenue	50' S/o Alley S/o Oval Drive / Lambert Road	0.80
Alley W/o Norwalk Boulevard	Coolhurst Drive / 300' N/o Coolhurst Drive	0.11
Alley W/o Norwalk Boulevard	Loch Avon Drive / Pleasant Way	0.30
Alley W/o Norwalk Boulevard	Perkins Avenue / Rivera Road	0.39
Alley W/o Norwalk Boulevard	Rose Hedge Drive / Reichling Lane	0.15
Alley W/o Norwalk Boulevard	Slauson Avenue / Aeolian Street	0.17
Alley W/o Pioneer Boulevard	Obregon Street / 400' N/o Obregon Street	0.15
Alley W/o Pioneer Boulevard	Rivera Road / 500' N/o Rivera Road	0.19
Alley W/o Pioneer Boulevard	Waddell Street / 540' N/o Waddell Street	0.20
Alley W/o Pioneer Boulevard	Washington Boulevard / Alley N/o Washington Boulevard	0.32
Alley W/o Pioneer Boulevard	380' S/o Bartley Avenue / Bartley Avenue	0.14
·	•	

•

TOTAL PASS MILES:

19.17

CURBED MEDIANS

(TO BE SWEPT EVERY WEEK)

			CURB
STREET NAME	<u>LIMITS</u>	SIDE	MILES
Bradwell Avenue	Saragosa Street/100' N/o Saragosa Street	B/S	0.04
Bramblebush Avenue	Honeysuckle Ln/Telegraph Road	B/S	0.13
Broadway	Norwalk Boulevard/60' N/o Norwalk Boulevard	B/S	0.03
Carmenita Road	Painter Avenue/Imperial Highway	B/S	3.99
Colima Road	La Mirada Boulevard/Lambert Road	B/S	0.19
Florence Avenue	Laurel Avenue/Telegraph Road	B/S	0.85
Imperial Highway	Shoemaker Avenue/Duffield Avenue	B/S	2.16
Imperial Highway	Duffield Avenue/300' E/o Valley View Avenue	N/S	0.45
La Mirada Boulevard	Dunton Drive/Leffingwell Road	B/S	1.99
Lambert Road	Leffingwell Road/Orange County Line	B/S	1.89
Leffingwell Road	Imperial Highway/Telegraph Road	B/S	3.22
Leffingwell Road	Telegraph Road/260' E/o Telegraph Road	N/S	0.05
Leffingwell Road	500' E/o Arroyo Drive/Stamy Road	N/S	0.53
Leffingwell Road	Starny Road/150' E/o Gladhill Road	B/S	0.28
			•

PROJECT NAME	SOUTH	& WEST	WHITTIER STREET S	WEEPING	PROJECT RMD44	T LD. No. 106002
PROJECT ENGINEER	S. PATEL	A #44#A	ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION — DISTRICT 4	T.G. FILENAME NONE SWEEP-15	SCALE NONE	SHEET 17 OF 18

	,		
Leffingwell Road	Santa Gertrudes Avenue/Lambert Road	S/S	0.34
Meyer Road	Leffingwell Road/Imperial Highway	B/S	0.63
Mills Avenue	Bentongrove Drive/Telegraph Road	B/S	0.19
Mulberry Drive	R.R. Track/540' W/o Stamy Road	B/S	2.78
Norwalk Boulevard	Broadway/100' N/o Broadway	B/S	
Obregon Street	San Gabriel River Fwy/50' E/o San Gabriel River Fwy		0.04
Painter Avenue	Mystic Street/R.R. Track	B/S	0.03
Pioneer Boulevard	Washington Boulevard/Slauson Avenue	B/S	0.74
Siauson Avenue	300' W/o Sal Avenue/Danby Avenue	B/S	0.98
_	•	B/S	0.63
Sorensen Avenue	Washington Boulevard/300' N/o Washington Boulevard	B/S	0.11
Telegraph Road	Carmenita Road/220' S/o Leffingwell Road	B/S	3.18
Valley View Avenue	Telegraph Road/Imperial Highway	B/S	1.30
Washington Boulevard	300' W/o San Gabriel River Fwy/200' E/o Pioneer Blvd	B/S	
Washington Boulevard	· · · · · · · · · · · · · · · · · · ·	-	0.37
Trasimigion bodievalu	Broadway/Appledate Avenue	. N/S	0.74

TOTAL CURB MILES:

27.83

SUMMARY OF CURB AND PASS MILES

TYPE	•	MILES
Streets and Highways	•	357.02
Raised Curbed Medians		27.83
Paved Alleys		
·	TATE	19.17
	TOTAL MILES	404.00

NOTE: ALL CURBED PUBLIC STREETS INCLUDING CURBED MEDIANS AND ALLEYS FOUND ON SHEETS 2 THROUGH 11 ARE TO BE SWEPT WEEKLY.

PROJECT NAME	SOUTH	& WEST	WHITTIER	STREET S	SWEEPIN	1G	T LD. 16.
PROJECT ENGINEER	S. PATEL	C.E. NO. LOS C 56158	s angeles county dep road maintenance divis	T OF PUBLIC WORKS SION - DISTRICT 4	T.G. NONE	FILENAME SWEEP-15	SHEET 18 OF 18

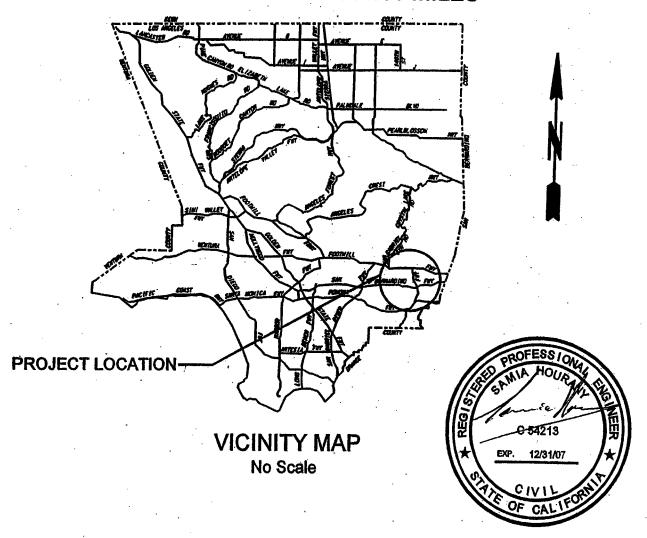
EXHIBIT I

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS

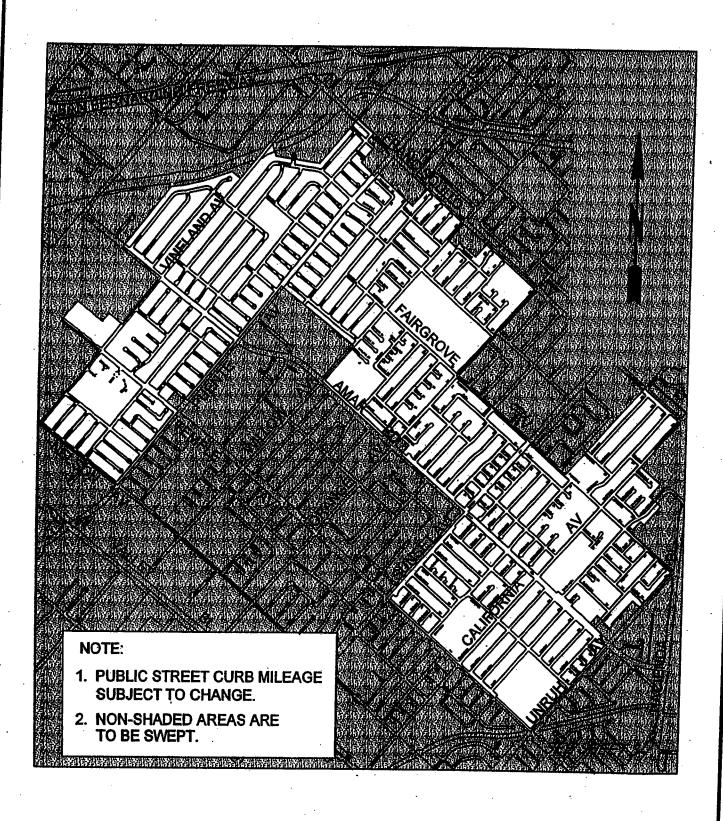
PROJECT ID NO. RMD1106802
PRIME CONTRACTOR LICENSE REQUIRED: NONE REQUIRED

VALINDA / HACIENDA HEIGHTS STREET SWEEPING

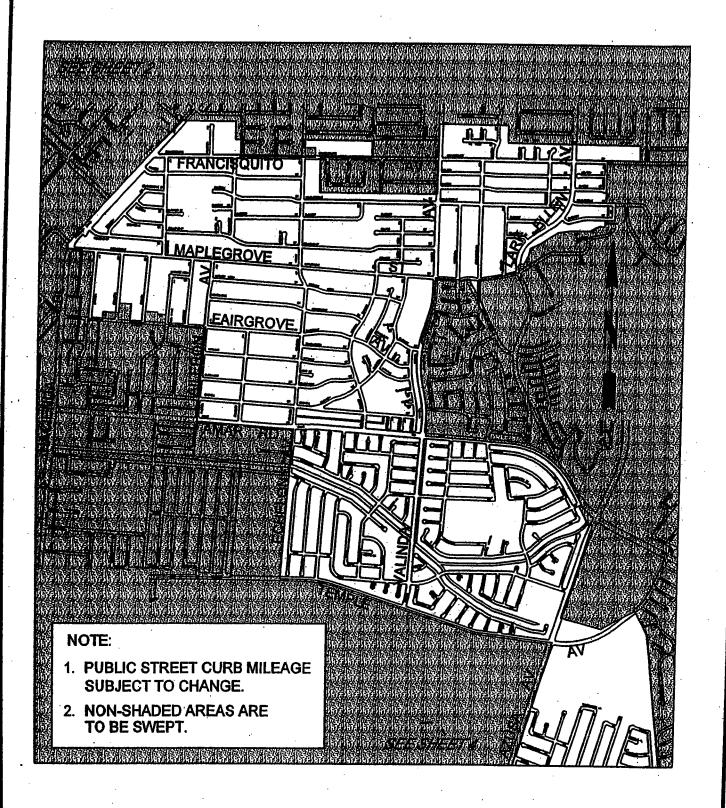
TOTAL LENGTH = 361.06 MILES



INDEX OF SHEETS				APPROVED Donald Wolfe DIRECTOR OF PUBLIC WORKS					
SHEET SHEET SHEET	1 2-5 6	Title Sheet Location Ma Summary, A	ıps Jleys & Medians	SUBN	DEPUTY DIRECTOR	,			TE.
REFERENCES THOMAS GUIDE 638, 678, 679 ROAD DISTRICT 116, 416, 117, 417, 517				REVIEWED ASST. DEPUTY DIRECTOR-RD.MAINT.DIV. DATE REVIEWED SIGNAL ASST. DEPUTY DIRECTOR-RD.MAINT.DIV. DATE 12-19-05 DISTRICT ENGINEER-RD.MAINT.DIST. 1 DATE					
PROJECT ENGI S. HOUF		C.E. NO. C 54213	DESIGNER D. OBOZA		CHECKER N. GEMENIAN	SHEET	1 OF	6 SH	



PROJECT NAME	VALINDA /	HAC	ENDA HEIGHTS STREET S	WEEP	ING	7 7	OT I.D. No. 106802
PROJECT ENONEER	S. HOURANY	C.E. NO. C.54213	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1	T.G. 696	FILENAME	SCALE NONE	8HEET 2 OF 6



VALINDA / HACIENDA HEIGHTS STREET SWEEPING

PROJECT LD. No. RMD1106802

SHOWER.

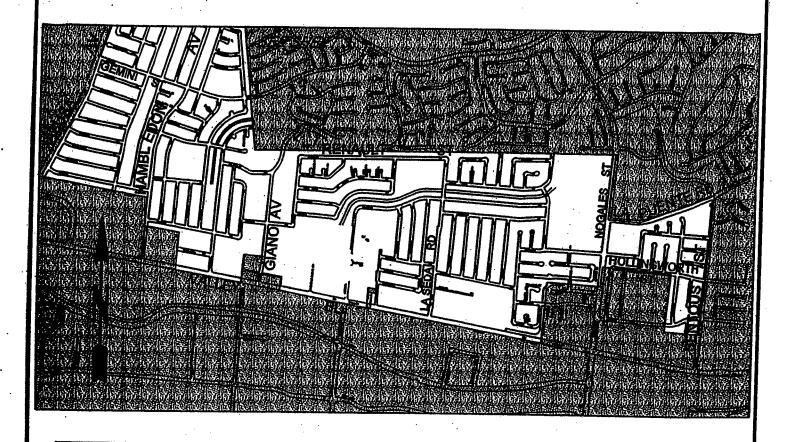
S. HOURANY

CE NO. C 54213

LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1

T.G. 434, 639 FILENAME

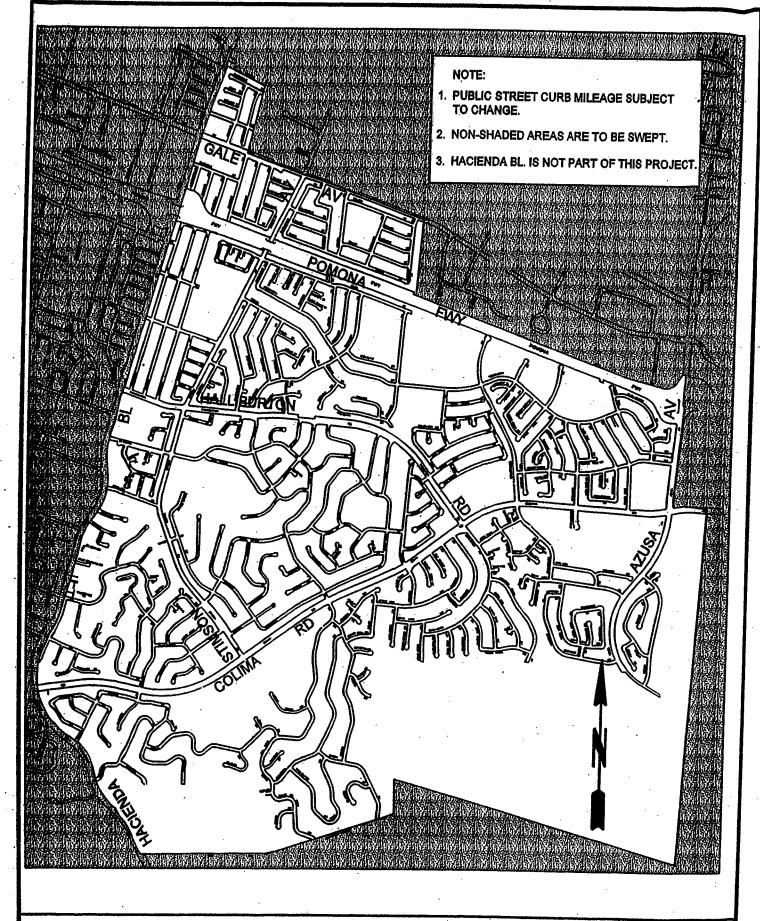
SCALE SHEET NONE 3 OF 6



NOTE:

- 1. PUBLIC STREET CURB MILEAGE SUBJECT TO CHANGE.
- 2. NON-SHADED AREAS ARE TO BE SWEPT.

PROJECT NAME	VALINDA / H	ACIENDA HEIGHTS STREET S	WEEPI	NG		OT LD. No. 106802
PROJECT		NO. LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1	T.G.	FILENAME	SCALE NONE	SHEET 4 OF 6



VALINDA / HACIENDA HEIGHTS STREET SWEEPING LOS ANGELES COUNTY DEPT OF PUBLIC WORKS FILENAME

S. HOURANY

ROAD MAINTENANCE DIVISION - DISTRICT 1

T.G. 678

PROJECT LD. No. RMD1106802

SCALE NONE 6 OF

SUMMARY OF MILES

TYPE
Streets and Highways
Raised Curbed Medians
Paved Alleys

CURB MILES
340.92
19.30
19.30
TOTAL MILES TO BE SWEPT: 361.06

NOTE: ALL CURBED PUBLIC STREETS INCLUDING CURBED MEDIANS AND ALLEYS WITHIN THE NON-SHADED AREAS FOUND ON SHEETS 2, 3, 4 AND 5 ARE TO BE SWEPT WEEKLY.

ALLEYS

(TO BE SWEPT EVERY WEEK)

ALLEY LOCATION	<u>LIMITS</u>	CURB MILES
Alley N/o Amar Rd.	Echelon Av. to Indian Summer Av.	0.10
Alley N/o Amar Rd.	Indian Summer Av. to 350' E/o Indian Summer Av.	0.26
Alley N/o Giano Av.	Alley N/o Valley Bl. To Valley Bl.	0.12
Alley E/o Indian Summer Av.	Cadwell St. to Alley N/o Amar Rd.	80.0
Alley N/o Valley Bl.	Giano Av. to 360' E/o Giano Av.	0.28
·	TOTAL PAVED ALLEY MILE	S: 0.84

CURBED MEDIANS

(TO BE SWEPT EVERY WEEK)

		-	CURB
STREET NAME	<u>LIMITS</u>	SIDE	MILES
Amar Rd.	Brentwood Dr. to Witzman Dr.	Both	0.30
Azusa Av.	Amar Rd. to Temple Av.	Both	0.95
Azusa Av.	Bridge N/o Pomona Fwy to Tomich Av.	Both	1.47
. Colima Rd.	Hacienda Bl. To Albatross Rd.	Both	6.06
Hacienda Bl.	150' N/o Francisquito Av. to 130' S/o Francisquito Av.	Both	0.11
Hacienda Bl.	150' N/o Maplegrove St. to Maplegrove St.	Both	0.06
Halliburton Rd.	Stimson Av. to Colima Rd.	Both	2.20
Nogales St.	1270' N/o La Puente Rd. to La Puente Rd.	West	0.24
Park Lawn Rd.	Colima Rd. to 290' S/o Colima Rd.	Both	0.11
Puente Av.	Francisquito Av. to Nelson Av.	Both	3.22
Valley Bi.	680' W/o Alderton Av. to 100' W/o Nogales St.	Both	2.88
Valley Bl.	Fairway Dr. to Lemon Av.	Both	<u>1.70</u>
	TOTAL CU	RB MILES:	19.30

PROJECT NAME	VALINDA /	HAC	IENDA HEIGHTS STREET S	SW	EEPI	NG		CT LD. No. 106802
PROJECT INCHEER	S. HOURANY	GE NO. C 64213	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1		T.G.	FILENAME	SCALE' NONE	SHEET.

Award information has not been added at this time.

Bid Information

Bid Number: PW-ASD 609

BId Title: STREET SWEEPING SERVICES - REQUEST FOR PROPOSALS

Bid Type: Service Department: Public Works

Commodity: STREET SWEEPING SERVICES

Open Date: 3/9/2006

Closing Date: 4/3/2006 2:00 PM

Notice of Intent to Award: View Detail

Bld Amount: N/A

Bid Download: Not Available

Bid Description: PLEASE TAKE NOTICE that the County of Los Angeles, through its Department of Public Works, requests proposals for separate contracts for Street Sweeping Services in the below-mentioned areas. Proposers must meet all minimum requirements set forth in the Request for Proposals (RFP) document. If not enclosed with this letter, the RFP with contract specifications, forms, and instructions for preparing and submitting proposals may be requested by accessing this link at

ftp://dpwftp.co.la.ca.us/solicitationdocuments/sweep.pdf or from Mr. Scott Smith at (626) 458-4055.

Monday through Thursday, 7 a.m. to 5 p.m.

You are invited to submit separate price proposals to perform this service in one or more of the five areas shown. Only proposals that include all information requested in the enclosed specifications will be evaluated.

A Proposers' Conference will be held on Monday, March 20, 2006, at 2 p.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room B. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE IS MANDATORY. Public Works will reject proposals from those whose attendance cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the Conference, it may be impossible to respond to further requests for information. The deadline to submit proposals is Monday, April 3, 2006, at 5:30 p.m. Please direct your questions to Mr. Smith at the number above.

SCHEDULE OF STREET SWEEPING AREAS LOCATIONS SUPERVISOR DISTRICT ESTIMATED ANNUAL ABATEMENT COST Azusa/Covina/Claremont 1 \$240,000 Marina Del Rey 1 \$100,000 San Pedro 2 \$47,000 South and West Whittier 2 \$420,000 Valinda/Hacienda Heights 5 \$310,000

The conference facility compiles with the Americans with Disabilities Act (ADA). With four business days' notice, Public Works will make all reasonable efforts to provide information in alternate formats and other accommodations for people with disabilities. For the ADA Coordinator, please call (626) 458 4081 or TDD at (626) 282 7829, Monday through Thursday, 7 a.m. to 5:30 p.m.

Contact Name: Scott Smith Contact Phone#: (626) 458-4055 Contact Email: scsmith@ladpw.org Last Changed On: 3/8/2006 5:10:52 PM

Back to Last Window

Back to Award Main

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proposers	responding to th	ne Request for Pr	oposals must con	HERRICAL COMMISSION OF THE SECOND OF THE SEC	tracally come and the other decreases and the second	tras mades with it is
sideration	or the proposal.					
FIRM NAME	Webco Swee	eping LB LLC				
My County	y (WebVen) Vend	lor Number: 1144	8701			
LOCAL SM	IALL BUSINESS	ENTERPRISE PR	EFERENCE PROC	GRAM:	·	
IAM N □ IAM		BE certified by the C sal/bid's submission.	ounty of Los Angeles	Office of Affirmativ	e Action Complian	ce as of the
•	As an eligi	ble Local SBF Leg	uest this proposal/bid	t he considered for	the Level ODE D	,
IRM/ORGAN	IIZATION INFORMAT	TION: The information	requested below is for	etafictical numbers		
ward, contrac	ctor/vendor will be sel	ected without regard to	o race/ethnicity, color, n	eligion, sex, national	niy. On final analysis Origin, age, sexual or	s and conside rientation or d
Business St			tnership C			
(M) Other (i				- Corporation	Nonprofit Fran	chise
		Limited Liabil	•			
	er of Employees (inc		(includes all			-
Race/Ethnic	Composition of Firm		e above total number o	f individuals into the f	ollowing categories:	
	i Confession		anglikaringny LLID Pandryny	Maintag.s.		
Black/Afric	an American					
Hispanic/La	···					
	acific Islander		<u></u>		39	1
American I	ndian					_
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President

April 3, 2006

LOCAL SBE-FIRM-ORGANIZATION FORM.DOC OAAC 'Rev. 09/2002 PW Rev. 11/9/119

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March 27, 2006

Chief Executive Officer
CAL SBE-FIRM ORGANIZATION FORM.DOC OAAC Rev. 09/2002 PW Rev. 11/2002

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
CBE Firm/Organization Information Form

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Sweeping Since 1968

11914 Front Street • Norwalk, California 90650 (562) 860-0604 • (800) 222-5637

Fax (562) 868-5726 • info@nes-sweeping.com www.nes-sweeping.com

PROPOSAL

FOR

STREET SWEEPING SERVICES

IN THE

COUNTY OF LOS ANGELES

FOR 5 LOCATIONS

DUE DATE: APRIL 3, 2006 @ 5:30 P.M.

SUBMITTED BY:

NATIONWIDE ENVIRONMENTAL SERVICES
DIVISION OF JOE'S SWEEPING, INC.
11914 FRONT STREET
NORWALK, CA 90650
(562) 860-0604

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April 3, 2006

Mr. Scott Smith Administration County of Los Angeles 900 S. Fremont Avenue Alhambra, CA 91803

Re: Street Sweeping Proposal

Dear Mr. Smith:

Please allow us the opportunity to introduce Nationwide Environmental Services (NES), one of the first certified street sweeping contractors in the nation. We have been providing street sweeping services to over 40 municipalities in the Southern California regions since 1968, including various locations in the County of Los Angeles. As a division of Joe's Sweeping, Inc., NES pledges to continue to provide the excellent and professional service that, historically, has been proven to be our company's most distinguishing attribute.

NES understands the requirements of the RFP and is committed to providing quality street sweeping services utilizing state-of-the-art equipment with a dedicated staff to ensure a clean, healthy and safe environment.

NES is interested in exploring the feasibility of contracting sweeping services with the County of Los Angeles and hopes the attached proposal will give the County staff a clear view of how our Company provides quality services.

If you have any questions, please feel free to contact the following authorized individuals: Never Samuelian/President, Joe Samuelian/Vice-President and Ani Samuelian/Director 11914 Front Street, Norwalk, CA 90650

Ph. (562) 860-0604 • Fax (562) 868-5726 • Email: ani@nes-sweeping.com

Thank you for your consideration.

Sincerely,

Never Samuelian

President

1914 Front Street • Norwalk, California 90650 • (562)-860-0604 • Fax (562)-868-5726 www.nes-sweeping.com

COMPANY BACKGROUND

Nationwide Environmental Services (NES), a division of Joe's Sweeping, Inc., was founded in 1968 by Joe Samuelian to provide parking lot sweeping services. Joe's mission statement at the time was "To provide quality sweeping services utilizing the latest state-of-the-art equipment and creating the highest level of customer service available." From a single sweeper company to a fleet of more than 70 sweeping and cleaning vehicles, serving over 40 municipalities, that mission statement is as true today as it was over 35 years ago.

Our extensive fleet of sweeping and cleaning vehicles continues to maintain municipalities, residential communities, business parks, parking facilities, construction sites, and sporting complexes. Our current contracts cover street sweeping services within the greater Los Angeles area, and the surrounding areas of Orange County, Ventura, San Bernardino, and Riverside with populations ranging from 10,000 to 200,000.

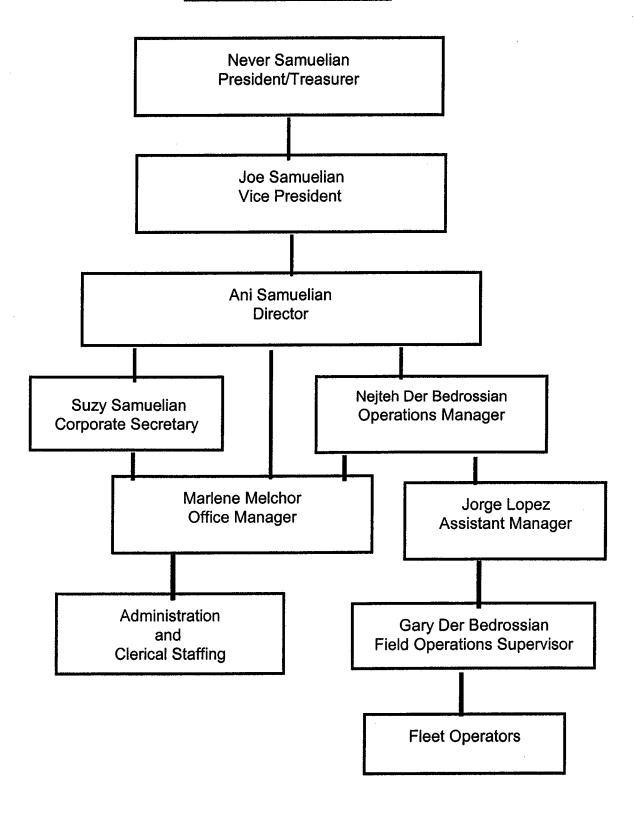
Our high level of customer service along with our reputation of providing quality services has been acknowledged by naPSa (north american Power Sweeping association) who has designated NES as one of the first Certified Sweeping Companies in the nation. (See Attached~ Letter of Certification)

Our clean, efficient street sweeping services enhance a community's appearance. NES provides consistent and thorough sweeping services, thereby, ensuring a cleaner environment in which to reside and work. This type of environment promotes community pride and helps increase property values.

At NES we realize the importance of a clean and dependable fleet. Our vehicles are routinely cleaned and inspected which allows us to consistently present a positive image. Our truck mechanics are highly qualified and every driver is a trained professional. Everyone at NES is dedicated to keeping our fleet on the road and on time. Our motto is "Service First," which ensures, you the client, when a NES truck is in your community it is serious about keeping your community clean.

Our dedicated staff is committed to serving the community in the most environmental, safe, and efficient manner possible. We take great pride in our fleet and we make certain our customers and residents are satisfied with our sweeping performance.

ORGANIZATIONAL CHART



EXPERIENCE

NES is currently under contract with over 40 municipalities in which four are street sweeping contracts with the County of Los Angeles. NES has been providing quality street sweeping services since 1968 and is well experienced in providing exceptional services. NES employs a state-of-the-art 24 hours-a-day dispatch service should the need for re-sweeping or emergency requests arise. Moreover, NES has a fleet of over 70 sweeping and cleaning vehicles which are in excellent condition and maintained on a daily basis.

NES employs a staff of over 60 street sweeper operators which are experienced and dedicated in keeping the environment clean and free of debris. Our employees wear company issued uniforms, which we believe is just one step to preventing possible injury due to loose or unacceptable clothing attire. It is our company's policy to provide our employees with proper safety training, therefore, all employees attend regularly scheduled company safety meetings to ensure proper safety standards are being met for a safe work place. To assist NES in employee communication, all employees are equipped with digital two-way radios which allows NES the capability of communicating with its employees at any given time, thus, allowing NES to respond promptly to events and possible emergencies. NES meets all the regulatory requirements of all Federal, State and Local laws.

All company managers and supervisors have been employed with NES for over 15 years. They understand the importance of quality work and they make sure each and every employee is well trained to provide excellent services to our customers. Moreover, we schedule group and individual meetings on a regular basis to evaluate our employees' performances and discuss any issues that need to be addressed.

PERSONNEL

NES maintains a drug-free workplace and employs a staff of over 60 sweeper operators including back-up personnel. This method of employing back-up sweeper operators allows NES to manage personnel changes without sacrificing the quality of service to any one of our customers.

At NES, employees are trained and competent to assure quick response along with professional services. Nonetheless, employees are knowledgeable about correct sweeping practices; therefore, they sweep each route according to the contract specifications and provide high quality services, a basic standard of NES.

NES provides 24/7 on-call street sweeping dispatch services, thus allowing us to respond immediately to emergencies or requests for service. Our customer service representatives offer immediate action to requests and complaints with follow-up responses within minutes. Employees are equipped with digital two-way radios which allows NES the capability of communicating with its employees.

Sweeper operators are trained to contact the office at the end of their shift to determine if any complaints were logged; if so, the employee would immediately rectify the issue before returning to NES. It is our policy to work closely with our clients; therefore, we will contact the County representative on a regular basis to review the performance of our services.

NES has been known for its remarkable quality of service and stands above all others in the industry by providing excellent customer service. Ani Samuelian/Director and Nejteh Der Bedrossian/Operations Manager will manage and supervise the street sweeping contracts with the County of Los Angeles. Both individuals are highly trained and experienced in maintaining the highest level of customer service by focusing on guaranteed satisfaction. This experience is enhanced by their many years and excellent skills in the fields of marketing and customer service. Together their goal is to provide immediate response to service requests, billing or contract issues. Currently, both individuals oversee and administer over 40 street sweeping contracts in the Southern California area.

STAFFING

Executive Staffing:

Never Samuelian

President/Treasurer

Joe Samuelian

Vice President

Ani Samuelian

Director

Suzy Samuelian

Corporate Secretary

Marlene Melchor

Office Manager

Nejteh Der Bedrossian

Operations Manager

Jorge Lopez

Assistant Manager

Gary Der Bedrossian

Field Operations Supervisor

Administrative Staffing:

3 - Clerical Personnel Positions

Operational Staffing:

61 - Fleet Service Operators

RESUME OF JOE SAMUELIAN Vice President

EMPLOYMENT HISTORY:

NATIONWIDE ENVIRONMENTAL SERVICES.....1968 to Present (Founder and Vice-President)

Current Responsibilities: Oversee the planning and implementation of all company operations, goals, financials, programs and policies; contracts, insurance bonding, accounting, forecasting and reviewing of all company activities. Meet with clients and customers to assure the effectiveness of our operations and to establish a positive on-going working relationship. Analyze new procedures and equipment available to improve operations giving authority and approval to management staff to purchase major equipment. Participate in weekly meetings to research, plan and provide positive input in regard to the operations of the company and evaluate quality, efficiency and effectiveness of the overall operation.

PROFESSIONAL SKILLS:

Multi-lingual: English, Spanish, Armenian, Arabic, Turkish

EDUCATION:

Aleppo College. Aleppo, Syria.

Course of study included: Business Management

Contractors State License Board:

General Building Contractor - Class B #600689 Painting & Decorating - Class C33 #0222407

AFFILIATIONS:

L.A. Chapter Maintenance Superintendents Association north american Power Sweeping association (naPSa)

RESUME OF ANI SAMUELIAN Director

EMPLOYMENT HISTORY:

NATIONWIDE ENVIRONMENTAL SERVICES 1994 to Present

2004. Director

2000. Administrator

1995. Human Resources

1994. Accounting

Current Responsibilities: Oversee daily operations; contract management; accounts payable/receivable/payroll. Assist in establishing effective company goals and evaluate all insurance and bonding policies and procedures. Responsible for developing and implementing marketing strategies. Provide adequate communication with staff to identify problems and coordinate corrective action plans. Coordinate with department heads to facilitate efficient management functions. Participate in weekly meetings to discuss daily operations performance, regulatory issues, client concerns and company policies and procedures. Responsible for ensuring compliance of all State and Federal laws and regulations. Oversee Human Resources and Public Relations.

PROFESSIONAL SKILLS: Bilingual: English and Armenian

EDUCATION: Southern California College of Business & Law.

AFFILIATIONS:L.A. Chapter Maintenance Superintendents Association north american Power Sweeping association (naPSa)

RESUME OF

NEJTEH DER BEDROSSIAN

Operations Manager

EMPLOYMENT HISTORY:

NATIONWIDE ENVIRONMENTAL SERVICES1987 to Present

1995 Operations Manager

1993 Assistant Operations Manager

1987 Sweeper Operator

Current Responsibilities: Oversee and supervise the daily operations of the plant. Responsible for organizing daily service routes and schedules for an effective operation; managing disposal operations; monitoring and inspecting field operations; project point liaison for emergency callouts or request for services. Oversee and supervise the daily maintenance and cleanliness of all vehicles. Perform cost comparison analysis to determine the most efficient and cost effective way to provide services to our clients. Responsible for inventory control of the plant and purchases for maintaining an effective operation. Participate in weekly meetings to discuss daily operations performance, regulatory issues, client concerns and company policies and procedures. Responsible for ensuring compliance of all State and Federal laws and regulations.

PROFESSIONAL SKILLS: Multi-lingual: English, Spanish, Armenian, Arabic, Turkish

EDUCATION: Rio Hondo College, Business Administration

L. A. Chapter - Maintenance Superintendents Association **AFFILIATIONS:**

north american Power Sweeping association (naPSa)

WORK PLAN

Nationwide Environmental Services (NES) general work plan to meet street sweeping requirements for the County of Los Angeles incorporates a well-managed administration and operational structure supported by interdepartmental team work. NES' operations manager will meet with County representatives to examine and evaluate the sweeping schedule according to contract specifications and schedules. Our sweeping practices include: picking up mud, dirt, sand, paper, leaves, grass, and miscellaneous debris. NES provides consistent and thorough sweeping services, thereby, ensuring not only a cleaner environment in which to reside and work, but additionally, assists communities in diverting debris from storm drain systems. The diversion of debris is an important step in meeting NPDES (National Pollutant Discharge Elimination System) mandates.

Furthermore, employees are experienced, trained and expected to make a "Clean Sweep" (i.e., passes required to eliminate debris from all areas) of all streets. Employees fully understand their responsibilities and debris not picked up by the street sweeper will be hand swept by the driver before leaving the area.

Employees are required to complete detailed daily logs which are reviewed by management. Moreover, supervisors are in the field everyday to monitor and inspect the sweeping performance of each vehicle and driver. Weekly management meetings are scheduled with the executive staff to ensure optimum coordination and address and resolve any concerns.

SUBCONTRACTORS

There will be no subcontractors used.

CA License #0714705	E COVERAGE A	RIGHTS UPON THE CERTIFICATE ATE DOES NOT AMEND, EXTEND OR						
Los Angeles CA 90017	ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.							
(213) 689-0065	INSURERS A	FFORDING COVERAGE						
NSURED Joe's Sweeping, Inc. DBA:								
Nationwide Environmental Services Insurer B : St	. Paul Fire & Ma	rine Ins. Co.						
and JNL Building Services 11914 Front St.								
Norwalk CA 90650								
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REPRESENTATIVI AUTHORIZED REF								
CORD 25-S (7/97) For questions regarding this certificate, contact the number listed in the 'Producer' section above and		Swor: © ACORD CORPORATION 1988						

PAYROLL RECORD KEEPING SYSTEM

Section A

- 1. Employees report to work at the beginning of their shifts at our office located at 11914 Front Street, Norwalk, CA 90650. Employees' shifts begin upon arrival to our office.
- 2. Employees are required to fill-in daily timecards which track their start times. In addition, we have supervisors around-the-clock to monitor employee start and finish times.
- 3. Employees are required to fill-in daily timecards which track their start and finish times. These timecards are maintained by our firm. Employees create their own timecards and turn them in on a biweekly basis to the manager. The manager reviews the employees' timecards for accuracy. The timecards are maintained in the employees' files and are used to create payroll. See Attached.
- 4. The timecards are filled-in by the employees and reviewed by the manager. The manager compares the timecard with his daily schedule. The employee and the manager both sign the timecard.
- 5. All employees are required to take lunch breaks if they work in excess of 6 hours. The employees are required to log in their lunch break on their timecard. In addition, all employees are required to take 15 minute rest periods for every 4 hours worked. All employees are required to sign a sheet on a biweekly basis acknowledging that they took their rest periods during the 2 week payroll cycle. The manager reviews each timecard to make sure each employee took a lunch break. In addition, the manager reviews the rest period signature sheet to make sure each employee took a rest break.

Section B

- 1. Employees are paid with computerized checks. The employees receive one check which has separate line items for straight time, overtime, and double time, if applicable. The checks include the following information: Employee Name, Employee ID, SS #, Payroll Period, Check Date, Hourly Straight Time Rate, Hourly Overtime Rate, Hourly Double Time Rate, Gross, Net, Hours Worked, Total Hours, Mandated Tax Deductions (SS, Med, Fed, State, SDI) and any garnishments if applicable. See Attached.
- 2. N/A Payroll is computerized.
- 3. Payroll is completed in-house on a computerized payroll program. Employee hours are taken from the timecard and manually inputted into the payroll software. An employee with different pay rates will have more than one pay rate field. The payroll administrator will input the hours for each job type next to the correct hourly rate field. If different jobs are performed during the payroll period, the manager will indicate County or Non-County job on the timecard.

- 4. Travel time is paid at the employees County Living Wage rate. If an employee works 3 hours on a County Living Wage contract and then travels one hour to another work location to work four hours where the pay rate is different than the County's Living Wage rate the employee is paid the County Living Wage rate for the travel time. If an employee works three hours at a work location under a County Living Wage contract and then travels one hour to another work location to work four hours, the employee is paid the County Living Wage rate.
- 5. Overtime is calculated at $1\frac{1}{2}$ times the straight time rate. If an employee has multiple wage rates and works overtime, the employee will be paid $1\frac{1}{2}$ times of the rate which led him/her into the overtime.

Pay Period February 6, 2006 (February 19, 2006

Week 1	A PROPERTY OF THE PROPERTY OF		Week 2		
Date.		Regular Hrs. & P. Wage Hrs. &	Dare		Regular His B Wage Hrs
Monday	ln	6:00 AM	Monday	ln	6:00 AM
02/06/06	Out	11:00 AM	02/13/06	Out	11:00 AM
<u>د . • •</u>	łn	11:30 AM		In	11:30 AM
r	Out	3:00 PM		Out	3:30 PM
	·	8:30			9.00 0.00
Tuesday	ln	6:00 AM	Tuesday	l	0.00 111
1	Out	11:00 AM	Tuesday	In Out	6:00 AM
Ļ	In	11:30 AM		Out In	11:00 AM 11:30 AM
	Out	4:30 PM	,	Out	3:30 PM
Ĺ		10:00 0:00		Out	9:00 0:00
յ Wednesday	ln	0.00 44			•
· vednesday	in Out	6:00 AM	Wednesday	l n	6:00 AM
	In	11:00 AM		Out	11:00 AM
τ,	Out	11:30 AM		In .	11:30 AM
	Out	3:00 PM 8:30 0:00		Out	3:30 PM
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Thursday	i n	6:00 AM	Thursday	in	6:00 AM
1-	Out	11:00 AM		Out	11:00 AM
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- <u>:</u>	Out	2:30 PM		Out	3:30 PM
* -		8.00			9:00
 [∈] riday	In	6:00 AM	Friday	In	6:00 AM
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r	Out	3:30 PM	-	Out	2:30 PM
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	Reg Hours	40:00:00		Reg Hours	The state of the s
_	Overtime Hrs	**************************************	_	vertime Hrs.	4:00:00
·	Total Hours	44:00:00	7	Total Hours	44:00:00
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	al P.W. Hrs.	0:00:00	_	al P.W. Hrs.	0:00:00
21	4		<i>/</i> .		
· 6 J	<u> </u>	Lo' per C.	///h		
Em	ployee Sign	ature -	NA:	mager Signa	ature
,	,, 0 871		IVIC	aragai oigilis	au 5

NATIONWIDE ENVIRONMENTAL SERVICES

			Employee ID:		46438
This Check	Year to Date		Social Sec #	Pote	Total
920.00 -35.85 -57.04 -13.34 -1.84	3,390.00 -114.40 -210.19 -49.16 -6.27		80.00 8.00	10.00 15.00	800.00 120.00
	-35.85 -57.04 -13.34	920.00 3,390.00 -35.85 -114.40 -57.04 -210.19 -13.34 -49.16 -1.84 -6.27	920.00 3,390.00 Regular -35.85 -114.40 Overtime -57.04 -210.19 -13.34 -49.16 -1.84 -6.27	This Check Year to Date Hours 920.00 3,390.00 Regular 80.00 -35.85 -114.40 Overtime 8.00 -57.04 -210.19 -13.34 -49.16 -1.84 -6.27	Social Sec # This Check Year to Date Hours Rate 920.00 3,390.00 Regular 80.00 10.00 -35.85 -114.40 Overtime 8.00 15.00 -57.04 -210.19 -13.34 -49.16 -1.84 -6.27

Net Check:

\$804.57

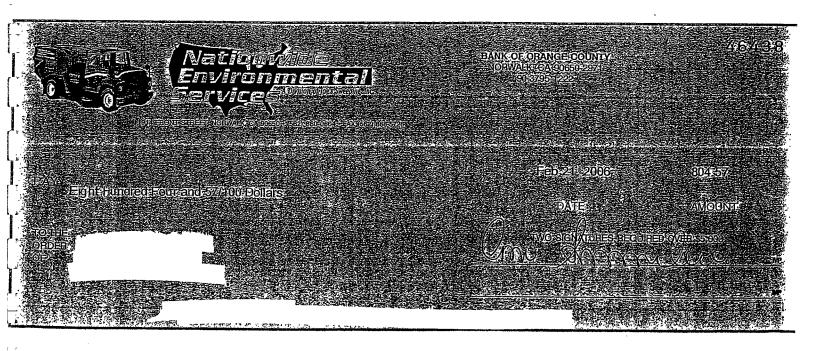
Total

88.00

920.00

Pay Period Beginning: Feb 6, 2006 Pay Period Ending: Feb 19, 2006

Check Date: 2/21/06 Check Number: 46438



VERIFICATION OF PROPOSAL

DATE:April 3,2006 THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:					D HEREBY DECI	LARES AS FO	DLLOWS:
1. THIS DECLARATION IS GIVE	EN IN SUPPORT	OF A PROP	OSAL FOR A	CONTRACT	MTH THE COUNTY OF	LOS ANGELES.	
2. NAME OF SERVICE: Str	ceet swee	eping s	service	s for	5 locations		
			DECLARA	ANT INFORM	ATION		
3. NAME OF DECLARANT: Ne	ever Samı	<u>uelian</u>					
4. I AM DULY VESTED WITH TI	HE AUTHORITY	TO MAKE AN	ID SIGN INST	RUMENTS F	OR AND ON BEHALF O	F THE PROPOSER	.(S).
5. MY TITLE, CAPACITY, OR R	5. MY TITLE, CAPACITY, OR RELATIONSHIP TO THE PROPOSER(S) IS: President						
				ER INFORM	ATION		
6. Proposer's full legal name: כ	6. Proposer's full legal name: Joe's Sweeping, Inc. Telephone No.: (562) 860-0604						
Address:11914 Front	: Street	, Norwa	lk, CA	90650		ax No.: (562)	
- Dinagana	County WebVer			·		usiness License No	
7. Proposer's fictitious business	name(s) or dba(s) (if any): N	ationwide !	Environme	ntal Services & Jr	NL Building Ser	rviœs
County(s) of Registration: Los	Angeles			State: Cali	ifornia Y	ear(s) became DB/	A: 1990 & 1996
8. The Proposer's form of busine	1		NE):		····		
S Sole proprietor	Name of Propr			11044 7	1 av 7		
🖾 A corporation:		<u> </u>		11914 Fro	ont Street, Norwal		
,	State of incorpo					Year incorpo	orated:1989
Non-profit corporation				1		·	
with the CA Attorney G		/ Of Chantable	1	Secretary:			
☐ A general partnership			Names of pa				
A limited partnership:			· -	eneral partner	·		•.
A joint venture of:			 	oint venturers:			·
☐ A limited liability comp	·			anaging mem	ber:		· · · · · · · · · · · · · · · · · · ·
9. The only persons or firms interes	ested in this propr	T	·	llowing:	Γ.		<u> </u>
Name(s) Never Samuelian		Title Presid			^{Phone} (562) 860–06	04	Fax (562) 868-5726
Street 11914 Front Street		^{City} Norwa.			State California		^{Zip} 90650
Name(s) Joe Samuelian			President		Phone (562) 860-06	04	Fax (562) 868-5726
Street 11914 Front Street	<u>:</u>	city Norwal	<u>lk</u>		Slate California		^{Z_p} 90650 ·
10. Is your firm wholly or majority	owned by, or a si	ubsidiary of ar	nother firm? 🛭	§ No □ Y	íes .		
If yes, name of parent firm: State of incorporation/registration	of parent firm:	·		 			
11. Has your firm done business t		iditiu folomor	- the last five y	2XX No	☐ Vac Hung n	I-ass that the other n	
EL / S	unuer any onier m		•	•		lease list the other na change:	ame(s):
Name(s):						change:	
12. Is your firm involved in any pe If yes, indicate the associated cor		or merger? C		^J Yes			
13. Proposer acknowledges that it		adino incomp	lete or decept	ifively unrespo	neive statements in conn	section with this prope	need are made, the proposal
may be rejected. The evaluation a	and determination	n in this area s	shall be at the	Director's sole	e judgment and the Direc	tor's judgment shall I	be final.
	a) I am making the b) I am making the				vledge; OR and belief that they are t	true.	
I declare under penalty of perjury	under the laws of	California the	at the foregoing	g is true and c	ютест.		
Signature of Proposer or Authorize			muli	in_		Date: Apri	il 3, 2006
Type name and title: Never S	amuelian, Pr	esident				•	

ANNUAL PRICE

SCHEDULE OF PRICES

STREET SWEEPING - AZUSA/COVINA/CLAREMONT

The undersigned Proposer offers to perform the work described in the Request for Proposals for the following price(s). The Proposer shall furnish all labor, materials, transportation, taxes, equipment and supplies unless stated otherwise in the Request for Proposals. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

UNIT

ANNUAL

QUANTITY

UNIT

PRICE

Ani@nes-sweeping.com

ITEM

(562) 860-0604

1

DESCRIPTION

1	Sweeping of curbed streets ¹	CURB MILES (CM)2	10,764	* \$20 . 66*	\$222,384.24*
2	Sweeping of paved alleys	PAVED ALLEY MILES (PM) ³	26.5	* \$20 . 66*	\$ *547.49*
	TOTAL ANNUAL PROPOSED PRICE	·			\$222,931.73*
A	NNUAL PRICE x 3 = TOTAL PROP	POSED PRICE FOR THREE YEARS	3	I	\$668,795.19*
WRITE OU	TOTAL PROPOSED PRICE FOR 3 YEAR	S:			
Six Hundr	ed Sixty Eight Thousand Seven Hun	dred Ninety Five Dollars an	d Nineteen (lents	
LEGAL NAME	OF PROPOSER		•		
	wide Environmental Services FPERSON AUTHORIZED TO SUBMIT PROPOSAL	a division of Joe's	sweeping,	Inc.	
MUQUE TITLE OF AUT	Horida Person			······································	
Preside					
DATE	ATE STATE CONTRACTOR'S LICENSE NUMBER LICENS				PE
April 3	April 3, 2006 N/A N/A			N/A	
11914 F	ront Street , CA 90650				4
PHONE	, T FAX			I E-MAII	

(562) 868-5726

Sweeping curbed streets and alleys includes sweeping of curbed and painted medians, furnishing of water, and properdisposal of all debris resulting from sweeping operations.

A Curb Mile (CM) shall equal a swept path not less than five feet wide for a total length of 5,280 feet. (See Part 1, Section 2.E, Services to be Performed)

A Paved Alley Mile (PM) shall equal a swept path not less than 20 feet wide for a total length of 5,280 feet. (See Part I, Section 2.E, Services to be Performed)

SCHEDULE OF PRICES

STREET SWEEPING - MARINA DEL REY

The undersigned Proposer offers to perform the work described in the Request for Proposals for the following price(s). The Proposer shall furnish all labor, materials, transportation, taxes, equipment and supplies unless stated otherwise in the Request for Proposals. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

ITEM	DESCRIPTION	UNIT	ANNUAL QUANTITY	UNIT PRICE	ANNUAL PRICE
1	Weekly and twice weekly sweeping of curbed streets ¹ for Public Works.	CURB MILES (CM) ²	1664	*\$18.65 *	\$31,033.60*
2	Weekly sweeping of paved alleys for Public Works.	PASS MILES (PM) ³	52	*\$18. 65 *	\$ *969.80*
3	Twice weekly sweeping of curbed streets for Department of Beaches and Harbors.	CURB MILES (CM)	988	*\$18 . 65*	\$18,426.20*
4	Twice weekly sweeping of .5 mi. paved alleys for Beaches and Harbors.	PASS MILES (PM)	52	*\$18 . 65*	\$ *969.80*
5	Twice weekly sweeping of public parking lots ⁴ 1 to 10, 12, 14, 17, 18 and 19 for Beaches and Harbors.	1 SWEEPING OF SPECIFIED LOTS	104	\$279 .80 *	\$29,099.20*
6	Four times per week sweeping of public parking lots 11, 13 and 16 for Beaches and Harbors.	1 SWEEPING OF SPECIFIED LOTS	208	*\$67 . 15*	\$13,967.20*
7	Sweeping public parking lot 15 for Beaches and Harbors 6 times per week from second week of September to Memorial Day weekend.	1 SWEEPING OF SPECIFIED LOT	222	\\$22.38 \	\$*4,968.36*
8	Sweeping public parking lot 15 for Beaches and Harbors once weekly on Tuesday from Memorial Day weekend through first week of September.	1 SWEEPING OF SPECIFIED LOT	15	*\$37 .73 *	\$ *565,95*
	TOTAL ANNUAL PROPOSED PRICE				\$100,000.11*

Sweeping curbed streets and alleys includes sweeping of curbed and painted medians, furnishing of water, and proper disposal of all debris resulting from sweeping operations.

A Curb Mile (CM) shall equal a swept path not less than five feet wide along curbed streets or medians for a total length of 5,280 feet (see Part I, Section 2. E, Services to be Performed).

A Pass Mile (PM) shall equal a swept path not less than five feet wide along uncurbed pavement for a total length of 5,280 feet (see Part I, Section 2. E, Services to be Performed).

Sweeping parking lots includes sweeping of curbed medians, furnishing of water, and proper disposal of all debris resulting from sweeping operations.

FORM PW-2.2

WRITE OUT TOTAL PROPOSED PRICE FOR 3 YEARS:	RS \$300,000.33*	3 = TOTAL PROPOSED PRICE FOR THREE YEARS	ANNUAL PRICE x 3
i 'inree Hundred 'indisand Collars and Tuttry Turee Cents		ED PRICE FOR 3 YEARS: Collars and Thirty Three Cents	

LEGAL NAME OF PROPOSER							
Nationwide Environment	tal Services a division of Joe's	Sweeping, Inc.					
MUQUE STANDARY							
TITLE OF AUTHORIZED PERSON							
President							
DATE	STATE CONTRACTOR'S LICENSE NUMBER	LICENSE TYPE					
April 3, 2006	N/A	N/A					
PROPOSER'S ADDRESS:							
11914 Front Street	•						
Norwalk, CA 90650							
·							
PHONE	FAX	E-MAIL					
(562) 860-0604	(562) 868-5726	Ani@nes_sweeping.com					

SCHEDULE OF PRICES

STREET SWEEPING - SAN PEDRO

The undersigned Proposer offers to perform the work described in the Request for Proposals for the following price(s). The Proposer shall furnish all labor, materials, transportation, taxes, equipment and supplies unless stated otherwise in the Request for Proposals. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

ITEM	DESCRIPTION	UNIT	ANNUAL	UNIT PRICE	ANNUAL PRICE	
1	Sweeping of curbed streets ¹	CURB MILES (CM) ²	2,184	*\$29.50*	\$64,428.00*	
2	Sweeping of paved alleys	PAVED ALLEY MILES (PM) ³	156	*\$29.50*	\$*4,602.00*	
	TOTAL ANNUAL PROPOSED PRICE				\$69,030.00*	
ANA	\$207,090.00*					
WRITE OUT TOTAL PROPOSED PRICE FOR 3 YEARS:						
Two Hundred Seven Thousand Ninety Dollars and No Cents						

LEGAL NAME OF PROPOSER	LEGAL NAME OF PROPOSER							
	nvironmental Ser	vices a divisio	on of Joe's	Sweeping, Inc.				
SIGNATURE OF PERSON AU	THORIZED TO SUBMIT PROPOSAL			· · · · · · · · · · · · · · · · · · ·				
nucu Si	mlic							
TITLE OF AUTHORIZED PER	SON							
President								
DATE	STATE CON	TRACTOR'S LICENSE NUMBER		LICENSE TYPE				
April 3, 2006 PROPOSER'S ADDRESS:	N/	A		N/A				
PROPOSER'S ADDRESS:								
11914 Front 8	Street							
Norwalk, CA 90650								
·	•							
PHONE	FAX			E-MAIL				
(562) 860-060	04 (562)	868-5726		Ani@nes-sweeping.com				

Sweeping curbed streets and alleys includes sweeping of curbed and painted medians, furnishing of water, and proper disposal of all debris resulting from sweeping operations.

A Curb Mile (CM) shall equal a swept path not less than five feet wide for a total length of 5,280 feet. (see Part I, Section 2. E, Services to be Performed)

A Paved Alley Mile (PM) shall equal a swept path not less than 20 feet wide for a total length of 5,280 feet. (see Part I, Section 2. E, Services to be Performed)

SCHEDULE OF PRICES

STREET SWEEPING - SOUTH AND WEST WHITTIER

The undersigned Proposer offers to perform the work described in the Request for Proposals for the following price(s). The Proposer shall furnish all labor, materials, transportation, taxes, equipment and supplies unless stated otherwise in the Request for Proposals. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

ITEM	DESCRIPTION	UNIT	ANNUAL QUANTITY	UNIT PRICE	ANNUAL PRICE			
1	Sweeping of curbed streets1	CURB MILES (CM)2	19,608	*\$19.38*	\$380,003.04*			
2	Sweeping of paved alleys	PAVED ALLEY MILES (PM) ³	997	* \$19 . 38 *	\$*19,321.86*			
	TOTAL ANNUAL PROPOSED PRICE				\$399,324.90			
ANN	ANNUAL PRICE x 3 = TOTAL PROPOSED PRICE FOR THREE YEARS \$1,197,974.70							
WRITE OUT TOTAL PROPOSED PRICE FOR 3 YEARS:								
One Million	One Million One Hundred Ninety Seven Thousand Nine Hundred Seventy Four Dollars and Seventy Cents							

Nationwide Environmental Services a division of Joe's Sweeping, Inc.							
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL							
				-			
STATE CONTRACTOR'S	LICENSE NUMBER		LICENSE TYPE				
N/A			N/A				
 	- 			· · · · · · · · · · · · · · · · · · ·			
April 3 2006 PROPOSERS ADDRESS: 11914 Front Street Norwalk, CA 90650							
T FAX			I E-MAIL				
1	5726	•		weeping.com			
	T PROPOSAL STATE CONTRACTOR'S N / A	T PROPOSAL STATE CONTRACTOR'S LICENSE NUMBER N / A	T PROPOSAL STATE CONTRACTOR'S LICENSE NUMBER N / A	T PROPOSAL STATE CONTRACTOR'S LICENSE NUMBER N/A N/A LICENSE TYPE N/A E-MAIL			

Sweeping curbed streets and alleys includes sweeping of curbed and painted medians, furnishing of water, and proper disposal of all debris resulting from sweeping operations.

A Curb Mile (CM) shall equal a swept path not less than five feet wide for a total length of 5,280 feet. (see Part I, Section 2. E, Services to be Performed)

A Paved Alley Mile (PM) shall equal a swept path not less than 20 feet wide for a total length of 5,280 feet. (see Part I, Section 2. E, Services to be Performed)

SCHEDULE OF PRICES

STREET SWEEPING - VALINDA/HACIENDA HEIGHTS

The undersigned Proposer offers to perform the work described in the Request for Proposals for the following price(s). The Proposer shall furnish all labor, materials, transportation, taxes, equipment and supplies unless stated otherwise in the Request for Proposals. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

ITEM	DESCRIPTION	UNIT	ANNUAL QUANTITY	UNIT PRICE	ANNUAL PRICE	
1	Sweeping of curbed streets ¹	CURB MILES (CM) ²	18,624.3	*\$17.66*	\$328,905.14*	
2	Sweeping of paved alleys	PAVED ALLEY MILES (PM) ³	43.7	*\$17.66*	\$ *771.74*	
	TOTAL ANNUAL PROPOSED PRICE			\$329,676.88*		
ANNUAL PRICE x 3 = TOTAL PROPOSED PRICE FOR THREE YEARS					\$989,030.64*	
WRITE OUT TOTAL PROPOSED PRICE FOR 3 YEARS:						
Nine Hundred Eighty Nine Thousand Thirty Dollars and Sixty Four Cents						

LEGAL NAME OF PROPOSER							
Nationwide Environmental Services a division of Joe's Sweeping, Inc.							
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL							
TITLE OF AUTHORIZED PERSON							
TITLE OF AUTHORIZED PERSON							
President							
DATE STATE CONTRACTOR'S LICENSE NUMBER LICENSE TYPE							
April 3, 2006							
PROPOSER'S ADDRESS:							
11914 Front Street							
Norwalk, CA 90650		·					
		I E RANII					
PHONE	FAX	E-MAIL					
(562) 860-0604	(562) 868-5726	Ani@nes-sweeping.com					

Sweeping curbed streets and alleys includes sweeping of curbed and painted medians, furnishing of water, and proper disposal of all debris resulting from sweeping operations.

A Curb Mile (CM) shall equal a swept path not less than five feet wide for a total length of 5,280 feet. (see Part I, Section 2. E, Services to be Performed)

A Paved Alley Mile (PM) shall equal a swept path not less than 20 feet wide for a total length of 5,280 feet. (see Part I, Section 2. E, Services to be Performed)

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXCEPTION AND CERTIFICATION FORM

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Com	pany Name: Nationwide Environmental Services a	a division of Joe's Sweeping, I	nc.				
	pany Address: 11914 Front Street						
City:	Norwalk	State: CA	Zip Code: 90650				
	phone Number: (562) 860-0604						
	e of Goods or Services): Street sweeping service						
appr Serv	ou believe the Jury Service Program ropriate box in Part I (you must attach de vice Program applies to your business, gram. Whether you complete Part I or Pa	ocumentation to support y complete Part II to certify	our claim). If the Jury compliance with the				
Part I:	: Jury Service Program Is Not Applicable to My Bu	usiness					
	My business does not meet the definition of "contractor," as defined in the Program as it has not received a aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontract (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.						
	My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, a \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as definition below. I understand that the exemption will be lost and I must comply with the Program if the number employees in my business and my gross annual revenues exceed the above limits.						
	"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.						
	"Affiliate or subsidiary of a business dominant in percent owned by a business dominant in its fi stockholders, or their equivalent, of a business dominant in the stockholders."	ield of operation, or by partners,					
	My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes a provisions of the Program. <u>ATTACH THE AGREEMENT.</u>						
Part II	l: Certification of Compliance						
X	My business has and adheres to a written policy that provides, on an annual basis, no less than five days or regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.						
declare	under penalty of perjury under the laws of the Sect.	tate of California that the inform	nation stated above is tru				
Print Name	y:	Title:					
Nev	rer Samuelian	President					
Signature:	_	Date:					

April 3, 2006

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

5 locations Street sweeping services for PROPOSED CONTRACT FOR:

SERVICE BY PROPOSER Street sweeping services

PROPOSAL DATE: April 3, 2006

the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, Joint venture, corporate, or individual proposer. The proposer may attach any additional information This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture, or corporation that any principal of or explanation of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	2001	2002	2003	2004	2005	Total	Current Year to Date
1. Number of contracts.	29	53	55	54	51	279	49
2. Total dollar amount of Contracts (In thousands of dollars).	5.3 Million	5 9 Millim	F 6 Milling	∞;11;∞ 0 Z	5.3 Million 5.9 Million 6 Million 7 D William 22 Million 1.0 Million 20 Million 1.0 Million 20 Mill	22 Million	
3. Number of fatalities.			7	1	1011111177°	1011111117	1.0 M1.110n
	None	None	Nome	None	Nore	Nore	None
4. Number of lost workday cases.	New Johnson	g.	e L V		Virginia (Mens	N
5. Number of lost workday cases involving permanent transfer to another job of termination of employment.	ew.N	a Ly	a Ly	Z Z			
6. Number of lost workdays.		Nmp	ar.N	2 L		a Di	arni da
						1	

The above information was compiled from the records that are available to me at this time, and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Never Samelian
Name of Proposer or Authorized Agent (print)

Alle Amelia Signature

April 3, 2006

Date

CONFLICT OF INTEREST CERTIFICATION

l, <u>Never S</u>	Samuelian	
☐ gel ☐ ma	le owner neral partner anaging member esident, Secretary, or other proper title)	
of Nationwide Eng	vironmental Services a division of Joe's Sweeping, Inc.	
	Name of proposer	
	ion in support of a proposal for a contract with the County of Los Angeles for services within the es County Code Section 2.180.010, which provides as follows:	:
contract wi below, unle	Prohibited. A. Notwithstanding any other section of this code, the county shall not ith, and shall reject any bid or proposal submitted by, the persons or entities specified ess the board of supervisors finds that special circumstances exist which justify the such contract.	
1.	Employees of the county or of public agencies for which the board of supervisors is the governing body;	
2.	Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;	
3.	Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:	
	(a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or	
	(b) Participated in any way in developing the contract of its service specifications; and	
4.	Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.	
contract do not fall whose position in the no spouse or econ herein, or has or she	informed and believe that personnel who developed and/or participated in the preparation of the within scope of Code Section 2.180.010 as cited above. Furthermore, that no County employing the County enables him/her to influence the award of this contract, or any competing contract, a nomic dependent of such employee is or shall be employed in any capacity by the Contract hall have any direct or indirect financial interest in this contract. I understand and agree that a Certificate will be grounds for rejection of this Proposal and cancellation of any contract award posal.	e n to
I certify under penal	ity of perjury under the laws of California that the foregoing is true and correct.	
Signed MULLI	Somu lui Date April 3, 2006	

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Propo	ser's Name Nationwide Environmental Services a division of Joe's Sweeping,	Inc.						
Address 11914 Front Street, Norwalk, CA 90650								
Interna	al Revenue Service Employer Identification Number 95-4251996		·					
that trea sex	ccordance with Los Angeles County Code Section 4.32.010, the Proposer cert all persons employed by it, its affiliates, subsidiaries, or holding companies ted equally by the firm without regard to or because of race, religion, ancestry, nand in compliance with all anti-discrimination laws of the United States of Americalifornia.	are a	nd will be					
1.	The proposer has a written policy statement prohibiting any discrimination in all phases of employment.	×	YES NO					
2.	The proposer periodically conducts a self- analysis or utilization analysis of its work force.	X	YES NO					
3.	The proposer has a system for determining if its employment practices are discriminatory against protected groups.		YES NO					
4.	Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include establishment of goals and timetables.	3	YES					
Propose	er Nationwide Environmental Services a division of Joe's Sweeping, Inc.							
	re malu firmului Date Apri	1 2 20	voc					
	pate April	1 J, 20	<i>1</i> 00					

LIST OF SUBCONTRACTORS

The proposer is required to fill in the following blanks.

Subcontractors listed must be properly licensed under the laws of the State of California for the type of work which they are to perform, AND THEIR LICENSE NUMBERS MUST BE LISTED HEREIN. Failure to do so may result in delay of the award of contract. Do not list alternate subcontractors for the same work.

Name under which Subcontractor is licensed	License Number	Address	Specific Description of Subcontract work
n/A			
<u> </u>			
•			
			1
		· .	

	anni da		CB	E Firm/O	rcaniza	ion into	ımatlığ	ri Form		Andreas and Assessment	estato.
	proposers responding identifying the property of the property		Reques	t for Prop	oosals n	nust con	nplete	and return	this forr	n for prop	er •
	FIRM NAME: Nationw	_	omental	Service	s a divi	sion of	Jœ's	Sweeping, I	nc.		
	My County (WebVe	n) Vendor	Number	r: 5058770°	1						
i.	LOCAL SMALL BUS	NESS E	NTERPE	RISE PRE	FEREN	CE PRO	GRAM	:			
		Local SBE is proposa		•	unty of Lo	s Angele	s Office	of Affirmative	Action C	Compliance	as of the date of
		s an eligibl	e Local S	BE, I requ	est this p	roposal/bi	d be co	nsidered for t	ne Local	SBE Prefer	ence.
	FIRM/ORGANIZATION If award, contractor/vendor										
	Business Structure:		Sole	☐ Partr	ership	Į.	⊠ Corp	oration 1	Vonprofit	Franch	ise
	Other (Please Sp	ecify):						-			i
	Total Number of Emplo	oyees (incl	uding owne	ers): 72							
	Race/Ethnic Composit	ion of Firm	. Please d	istribute the	above to	tal number	of indivi	duals into the f	ollowing c	ategories:	· · · · · · · · · · · · · · · · · · ·
	Rejea/Ethnic Gome	เอรเนียก			is/Paidi			Managars			Slaji
				<u> </u>	iaice Pair Les Est		N.	(Ieles de Pa	inale.	Male	Permala
	Black/African Ameri	can			MA 30006 MASSAGE					2	
	Hispanic/Latino						1		1	55	1
	Asian or Pacific Isla	nder	.								
	American Indian							<u> </u>		 	
	Filipino										
i	White			11		1	2		1	7	.
111.	PERCENTAGE OF OWN	ership in	EIRM: Ple	ease Indicate	e by perce	ntage (%)	how awr	nership of the fi	rm is distri	buted.	
	.,	African rican	Hispani	c/ Latino		or Pacific lander	Am	erican Indian	Fi	lipino	White
	Men	%	3-11	%		9	6	%		%	40 %
	Women	%		%		9	6	%		%	60 %
	CERTIFICATION AS MIL currently certified as a n following and attach a cop	ninority, wo	men, disa	dvantaged (or disable	d veteran	owned l	busin <mark>ess ent</mark> er			
	Age	ncy Name			Minority	Women	Dis	advantagee	Disable	di Veterari	Expiration Date
	N/A							·			•
•		· · ·				<u> </u>	_1	• •			
٧	DECLARATION: LDECL	ARE UNDE	R PENAL	TY OF PER	JURY UN	DER THE	AWS C	F THE STATE	OF CALL	FORNIA TH	AT THE AROVE

Title: President

April 3, 2006

INFORMATION IS TRUE AND CORRECT.

Authorized Signature:

GAIN/GROW EMPLOYMENT COMMITMENT

The undersigned:	
	ty's Department of Social Services' Greater nd/or General Relief Opportunity for Work
OR	
	GAIN/GROW participants for any future) meet the minimum qualification for that
declares a willingness to provide employed (proposer's employee mentoring program(s), obtaining permanent employment and/or pro	if available, to assist those individuals in
Signature	Title
neum Sometica	President
Firm Name Nationwide Environmental Services	Date
a division of Joe's Sweeping, Inc.	Amril 3, 2006

TRANSMITTAL FORM TO REQUEST AN REP SOLICITATION REQUIREMENTS REVIEW

A Solicitation Requirements Review must be received by the County within 10 business days of issuance of the solicitation document

Proposer Name: Nationvide Environmental Services a division of Joe's Sweeping, Ir	Date of Request:
Project Title: Street sweeping services for 5 locations	Project No.
A Solicitation Requirements Review is being requested because unfairly disadvantaged for the following reason(s): (check all that	
Application of Minimum Requirements	
Application of Evaluation Criteria	·
Application of Business Requirements	
Due to unclear instructions, the process may result in the best possible responses	e County not receiving the
I understand that this request must be received by the County with solicitation document.	hin 10 business days of issuance of the
For each area contested, Proposer must explain in detail the factu (Attach additional pages and supporting documentation as necess	•
N/A	
Request submitted by:	
(Name) (Title	9)
For County use only	
Date Transmittal Received by County: Date Solici	itation Released:
Reviewed by:	
Results of Review - Comments:	
Date Response sent to Proposer:	
	•

CHARITABLE CONTRIBUTIONS CERTIFICATION

Nationwide Environmental Services a division of Joe's Sweeping, In	c.		
Company Name			
11914 Front Street, Norwalk, CA 90650			
Address		··	
95–4251996			
Internal Revenue Service Employer Identification Number			
N/A			
California Registry of Charitable Trusts "CT" number (if applic	able)		······································
The Nonprofit Integrity Act (SB 1262, Chapter 919) added rec Trustees and Fundraisers for Charitable Purposes Act which charitable contributions.	quirements to h regulates th	California's ose receiv	Supervision of ing and raising
CERTIFICATION	YE	s i	10
Proposer or Contractor has examined its activities and determit does not now receive or raise charitable contributions under California's Supervision or Trustees and Fundra Charitable Purposes Act. If Proposer engages in activities sit to those laws during the term of a County contract, it woomply with them and provide County a copy of its initial rewith the California State Attorney General's Registry of Country when filed.	regulated isers for subjecting vill timely egistration) ()
· ·			
OR			
Proposer or Contractor is registered with the California Recharitable Trusts under the CT number listed above a compliance with its registration and reporting requirement California law. Attached is a copy of its most recent filing Registry of Charitable Trusts as required by Title 11 Californ of Regulations, sections 300-301 and Government Code 12585-12586.	nd is in its under with the nia Code) (х)
new Immlie	7mm;1 2 2000		
Signature Signature	April 3, 2006 Date		
Newer Samuelian / President Name and Title (please type or print)			

EQUIPMENT LIST

THIS PAGE IS TO BE COMPLETED BY PROPOSER AND SUBMITTED TO THE COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

PROPOSER'S NAME Nationwide Environmental Services a division of Joe's Sweeping, Inc
ADDRESS 11914 Front Street, Norwalk, CA 90650
TELEPHONE (562) 860-0604

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT AVAILABLE

One item per line; do not submit an equipment list in your own format. Form may be reproduced in order to list all equipment

TYPE OF EQUIPMENT	MAKE AND EQUIPMENT YOU ARE OFFERING	AMODEL .	YEAR	SERIAL NUMBER	GOMPLIES WITH ALL AIR QUALITY MANAGEMENT DISTRICT REGULATIONS
Vacuum	Freightliner	Tymco 600	2003	9181	Yes 3
Vacuum	Freightliner	Тутсо 600	2003	4282	Yes
Vacum	Freightliner	Tymco 600	2003	4280	Yes
Vacuum	Freightliner	Tymco 600	2003	4281	Yes
Vacuum	Freightliner	Тутсо 600	2003	4283	Yes
Vacuum	Freightliner	Tymco 600	2004	2097	Yes
Vacuum	Freightliner	Tymco 600	2004	1165	Yes
Vacuum	Freightliner	Тутоо 600	2004	1164	Yes
Vacuum	Freightliner	Tymco 600	2004	2098	Yes
Vacuum	Freightliner	Tymco 600	2004	1168	Yes
Vacuum	Freightliner	Tymco 600	2004	1169	Yes

REMARKS:	All vehicles are equipped with two-way radio communication & CPS.	
·		·

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION

The contract to be awarded pursuant to the RFP is subject to the County of Los Angeles Living Wage Program (Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors may apply individually for consideration for an exemption from the Program. To apply, complete and submit this form to Public Works seven days prior to the due date for proposals. Upon review of the submitted Application for Exemption, Public Works will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the Program. N/A

Notice	walde D	rrimomorto] Contrio	es a division of Jos	ole Superning Tr	r	•
Company		MIGHERAL SELVICE	a division or oc	S DWCLING, II	~.	
1 ' '		Y				
City:	Front !	orresr		Slate:		Zip Code:
Norwa	1 -			California		90650
Telephone			Facsimile Number:		Email Add	
	860-06)4	(562) 868-5726			s-sweeping.com
	Department:		<u> </u>		<u> </u>	Contract Term:
Public	c Woodks					•
Type of S	ervice:					
Stree	t Sweep	ina				
	Dollar Amoun					Contract Number (if any):
	OSALS : My bus	TO PUBLIC WORKS	OR FAX TO (626) 4 corporation qualified u	58-4194 :		code Section 501(c)(3) (you must attach
	¬					
		Has less than \$1 r contract amount; Ol	_	ss revenues in t	he prece	eding fiscal year including the proposed
		•	rofessional service t or including the propo			million in annual gross revenues in the
	•					g the preceding 12 months under one or

FORM LW-2 - APPLICATION FOR EXEMPTION (continued)

My business is subject to a bona fide Collective Bargaining Agreement (you must attach the agreement); Al					· agreement); AND				
the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions Living Wage Program; OR						the provisions of the			
		the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business - Collective Bargaining Agreement):							
correc	t.	r penalty of perju	ry under the laws of th	e State of California tha	t the information	herein is true and			
	NAME:			TITLE:		ľ			
	ver Samu ATURE:	elian		President	I DATE:				
			/ \		DATE: April 3	2006			
	nece	u Amu	luc		File	, 2000			
Applica	ation for atsoeve	Exemption. The Corr, when recomment the contractor or see employees who Health Plan Company Insurant	sted below is for information of county will not consider of a ding selection or award of the employees' collection will be providing services pany Name(s):	at Information ation purposes only. It is or evaluate the information of a contract to the Board ative bargaining unit has to the County under the	on provided below of Supervisors. ve a bona fide he contract.	by Contractor, in any			
				er:					
			Amount Paid by Employe Payment Schedule:	ee:	,				
		Monthly	Quarterly	☐ Bi-Annual		•			
		Annually		r):		<u>-</u>			
				ective bargaining unit ha		ealth care benefit plan			

COUNTY OF LOS ANGELES LIVING WAGE ORDINANCE

Contractor Living Wage Declaration

The contract to be awarded pursuant to this Request for Proposals (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

	believe that you are exempt from the cted in the RFP, to Public Works be		complete the Application for Exemption form and submit it submit proposals.				
3		I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage of not less than \$9.46 per hour per employee.					
	I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan less than \$1.14 per hour per employee. I will pay an hourly wage of not less that \$9.46 per hour per employee.						
	I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan at least \$1.14 per hour per employee. I will pay an hourly wage of not less than \$8.32 per hour per employee.						
	Health Plan(s):						
	Company Insurance Group Numb	per:					
	Health Benefit(s) Payment Sched	ule:	•				
	☐ Monthly	Quarterly	□ Bi-Annual				
	☐ Annually	Other:	(Specify)				
 	PLEASE PRINT COMPANY NAME: Nationwide Environmental Services a division of Joe's Sweeping, Inc. I declare under penalty of perjury under the laws of the State of California that the above information is true and correct:						
SIGI	NATURE:		DATE:				
	rues Similia		April 3, 2006				
PLE	ASE PRINT NAME:		TITLE OR POSITION:				
Ner	ver Samuelian		President				

P:\ASPUB\CONTRACT\MASTER\LWDECLARATION.DOC Rev. PW 12/2002

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE

The undersigned individual is the owner or authorized agent of the business entity or organization (Firm) identified below and makes the following statements on behalf of his or her Firm. CHECK EACH APPLICABLE BOX.

1	NING	WAGE	ORDINANCE:	
-	JVIIVI	WAGE	: UKDINANCE:	

	I have read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 th 2.201.100), and understand that the Firm is subject to its terms.	rough
CONTI	RACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:	

X I have read the provisions of the RFP describing the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understand that the Firm is subject to its terms.

LABOR LAW/PAYROLL VIOLATIONS:

A "Labor Law/Payroll Violation" includes violations of any Federal, State, or local statute, regulation, or ordinance pertaining to wages, hours, or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

History of Alleged Labor Law/Payroll Violations (Check One): \mathbf{x} The Firm HAS NOT been named in a complaint, claim, investigation or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal; OR The Firm HAS been named in a complaint, claim, investigation, or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.) History of Determinations of Labor Law/Payroll Violations (Check One): There HAS BEEN NO determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; OR \Box There HAS BEEN a determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor/Payroll Violation. I have attached to this form the required Labor/Payroll/ Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.) HISTORY OF DEBARMENT (Check one): \square

XI.	The Firm HAS NOT been debarred by any public entity during the past ten years; OR
	The Firm HAS been debarred by a public entity within the past ten years. Provide the pertinent information (including each public entity's name and address, dates of disbarment, and nature of each debarment) on the attached Labor/Payroll/Debarment History form.

I declare under penalty of perjury under the laws of the State of California that the above is true, complete and correct.

nelle from the	
Owner's/Agent's Authorized Signature	
Nationwide Environmental Services	•
a division of Joe's Sweeping, Inc.	
Print Name of Firm	

Never Samuelian / President Print Name and Title

April 3, 2006

Date

OAAC::RVVP::ASPUBICONTRACT:MASTER:RFP FORMATS:EXHIBITS.wpd 07/25/01 DPW Rev. 11/12/02

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM LABOR/PAYROLL/DEBARMENT HISTORY

	e Firm must complete and x below): N/A	i submit a separate form (make p	hotocopies of form) for each instance of (check the applicable					
		restigation, or proceeding relating to rears of the date of the proposal.	o an alleged Labor Law/Payroll Violation for an incident occurring					
	A determination by a Violation.	A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Pay Violation.						
	A debarment by a public entity listed below within the past ten years.							
		e Environmental Services n of Joe's Sweeping, Inc.	Print Name of Owner: Never Samuelian					
	Print Address of Firm: 11914 Frant Street		Owner's/AGENT's Authorized Signature:					
	City, Slate, Zip Code Norwalk, CA 90650		Print Name and Title: Never Samuelian / President					
1	<u></u>							
	Public Entity Name							
	Public Entity	Street Address:						
	Address:	City, State, Zip:						
	Case Number/Date	Case Number:						
	Claim Opened:	Date Claim Opened:						
		Name:						
	Name and Address	Street Address:						
	of Claimant:	City, State, Zip:						
	Description of Work: (e.g., Janitorial)						
Description of Allegation and/or Violation:								
	Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)							

Additional Pages are attached for a total of pages p:\aspub\contract\master\rff formats\exhibits.doc pw Rev. 12/2002

REQUESTED INFORMATION ON THE PROPOSER'S MEDICAL PLAN COVERAGE

Proposer: Nationwide Environmental Services a d	tivision of Joe's Sweeping, Inc.
Name of Proposer's Health Plan: N/A	Date: April 3, 2006

(Please use a separate form for each health plan offered by the proposer to employees who will be working under this contract.)

		Itraci.)	
ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Proposer's Health Plan Premium		·	
Employee only	YN	\$	
Employee + 1 dependent	YN	\$	
Employee + 2 dependents	YN	\$	
Employee + 3 dependents	YN	\$	
Proposer's portion of above health			
premium payment			
Employee only	YN	\$	
Employee + 1 dependent	YN	\$	1
Employee + 2 dependents	YN	\$	
Employee + 3 dependents	YN	\$	
Any Annual Deductible?			
Per Person	YN	\$	
Per Family	YN	\$	·
Any Annual Maximum Employee Out- of-Pocket Expense? Per Person	YN	\$	
Per Family	Y N	\$	
Any Lifetime Maximum?	·		
Per Person	YN	\$	
Per Family	YN	\$	
Ambulance coverage	Y N	\$	
Doctor's Office Visits	YN	\$	
Emergency Care	YN	\$	
Home Health Care	YN	\$	
Hospice Care	YN	\$	
Hospital Care	Y N	\$	
Immunizations	YN	\$	
Maternity	YN	\$	
Mental Health	YN	\$	
Mental Health In-Patient Coverage	YN	\$	

LW-7 - PROPOSER'S MEDICAL PLAN COVERAGE (continued)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Mental Health Out-Patient Coverage	YN	\$	
Physical Therapy	Y N	\$	
Prescription Drugs	Y N	\$	
Routine Eye Examinations	Y N	\$	
Skilled Nursing Facility	Y N	\$	
Surgery	Y N	\$	
X-Ray and Laboratory	Y N	\$	

Under ti	nis health plan, a full time employee:
	Becomes eligible for health insurance coverage after days of employment.
	is defined as an employee who is employed more than hours per week.
OTHER	BENEFITS:
A.NUME	SER OF PAID SICK DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS DAYS.
B.NUME	SER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS DAYS.
C.NUME	SER OF PAID VACATION DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS DAYS.
D.NUME	BER OF PAID VACATION DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS DAYS.
ENHAR	ED OF DAID HOLIDAYS DED YEAR IS DAYS

COST METHODOLOGY FOR STREET SWEEPING SERVICES IN AZUSA/COVINA/CLAREMONT

PROPOSER: Nationaide Brytomental Services a division of Joe's Sweeping, Inc.

POSITION/TITLE *				IRS PER DAY	R DAY			HOURS	ANNUAL	HOURLY	ANNUAL
(LIST EACH EMPLOYEE SEPARATELY)	SUN	MON	TUE	WED	THU	FRI	SAT	PER WEEK	HOURS	WAGE RATE	COST
Sweeper Operator 1		10.0	9.0	10.0	9.0	0.6		47.0	2,444.0	*\$10,00*	\$26.260.00*
Sweeper Operator 2			8.0		8.0			16.0	832.0	*\$11 ∩O*	\$*9,152,00*
Back-up Sweeer, Overator		1.0	1.0	1.0	1.0	1.0		5.0	260.0	*\$10.00*	\$*2,600.00*
Supervisor		1.0	1.5	1.0	1.5	1.0		6.0	312.0	*\$16.50*	\$*5,148,00*
											€
											·
											s,
											₩.
											G
											()
Comments/Notes:									Tot	Total Annual Salaries \$43,160,00≯	\$43.160.00*
					(1) Vac	ations, 5	Sick Leave	(1) Vacations, Sick Leave, Holiday			\$*7 780 OO*
					(2) Hea	(2) Health insurance **	ance **				\$N/A
					(3) Pay	Toll Taxe	35 & Work	(3) Payroll Taxes & Workers' Compensation	ıtlon		\$16.358.00*
					(4) We	fare and	(4) Welfare and Pension				\$N/A
								Total Anni	ıai Employee I	Total Annual Employee Benefits (1+2+3+4) \$18,638,00*	\$18,638.00*
					(5) Equ	(5) Equipment Costs	Costs				\$ 29,048,99*
					(6) Ser	vice and	(6) Service and Supply Costs	osts			\$109,752,36*
					(7) Ger	neral and	Adminis	(7) General and Administrative Costs			\$*7.200 00*
					(8) Profit	fit					\$15,132,38*
								Tot	al Annual Othe	Total Annual Other Costs (5+6+7+8)	1
									TOTA	TOTAL ANNUAL PRICE	\$ 222,931.73*

All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.

Minimum cost for health insurance is \$1.14/hour if hourly wage rate is between \$8.32 and \$9.46, unless exemption from Living Wage requirements

has been granted by the County.

to each classification; estimated annual payroli taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, should total to the Proposer's used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid This cost methodology form is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be annual price as quoted in Form PW-2, Schedule of Prices.

cost methodology for street sweeping services in Marina del Rey

PROPOSER: Nationwice Environmental Services

, a division of Joe's Sweeping, Inc.

POSITION/TITLE *	_		HOUR	תו ע	PER DAY			HOURS ANNUAL	ANNUAL	HOURLY	ANNUAL
(LIST EACH EMPLOYEE SEPARATELY)	NDS.	MON	TUE		F	E	SAT	PER WEEK	HOURS	WAGE RATE	COST
Sweeper Operation		12.0			12.0			24.0	1,248.0	*\$11,00*	\$16,016,00*
Васк-из Sweeper Operator		1,0	2.5		1.0	S. C. C.	1.0	5.5	0.982	*\$11.00*	\$*3,146,00*
Hand Blower Operator		12.0			12.0			24.0	1,248.0	*65°E\$*	\$13,832,00*
Supervisor		1.5			1.5			3.0	156.0	★ \$16,50*	\$*2,574 . 00*
											₩.
											6
											S
											4
											₩.
4							74.	4			49
Comments/Notes:									-	Total Annual Salaries \$35, 568,00★	\$35,568,00*
		40.3			(1) Vac	ations, Si	(1) Vacations, Slok Leave, Holiday	, Holiday			\$41.560.00*
				1000	(2) Hea	(2) Héalth Insurance **	ince **				\$ N/A
				and the second	(3) Pay	oll Taxe	s & Work	(3) Payroll Taxes & Workers' Compensation	tion		\$13,200,00*
				A. Salada	(4) Well	(4) Welfare and Pension	Pension				\$ N/A
								Total Annu	ıal Employe	Total: Annual Employee Benefits (1+2+3+4) \$14,760.00*	\$14,760.00*
					(5) Equ	(5) Equipment Costs	osts			-	\$10,672,00*
			-		(6) Serv	rice and	(6) Service and Supply Costs	sts			\$29,400,11*
					(7) Gen	eral and	Administ	(7) General and Administrative Costs			\$*3,100.00*
					(8) Profit	14					\$*6,500,00*
								Tota	Il Annual O	Total Annual Other Costs (5+6+7+8) \$49,672,11*	\$49,672,11*
							:				
					L				2	TOTAL ANNUAL PRICE \$100,000,11*	\$100,000,11*

All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.

to each classification; estimated annual payroli taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, should total to the Proposer's used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid This cost methodology form is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be annual price as quoted in Form PW-2, Schedule of Prices.

^{**} Minimum cost for health insurance is \$1.14/hour if hourly wage rate is between \$8.32 and \$9.46, unless exemption from Living Wage requirements has been granted by the County.

COST METHODOLOGY FOR STREET 8WEEPING SERVICES IN SAN PEDRO

PROPOSER: Nationwide Environmental Services

a division of Joe's Sweeping, Inc.

OSITION/TITLE *			HOURS	IRS PER DAY	DAY			HOURS	ANNUAL	HOURLY	ANNUAL
IST EACH EMPLOYEE SEPARATELY)	SUN	NOM	TUE	WED	THU	FRI	SAT	PER WEEK	HOURS	WAGE RATE	COST
Sweeper Operator			9.0		10.0			19.0	0.886	*\$10°00*	\$10,660.00*
Back-up Sweeper Operator			1.0		1.0			2.0	104.0	*\$10°00*	\$*1,040.00*
Supervisor			0.5		0.5			1.0	25.0	*91 \$ *	\$ *858,00*
											es
											S
											₆
											ıs
											69
											w
											4
omments/Notes:										Total Annual Salaries	\$12,558.00*
					(1) Vaca	(1) Vacations, Sick Leave, Hollday	k Leave	, Holiday			\$*1,050,050
					(2) Healt	(2) Health Insurance **	1ce **				\$ N/S
					(3) Payr	oll Taxes	& Worke	(3) Payroll Taxes & Workers' Compensation	tion		\$*4,897,00*
					(4) Welfa	(4) Welfare and Pension	ension				\$ N/S
								Total Annu	al Employe	Total Annual Employee Benefits (1+2+3+4) \$5,947,00*	\$5,947,00*
					(5) Equit	(5) Equipment Costs	sts				\$19,391,00*
					(6) Servi	(6) Service and Supply Costs	upply Cc	osts			\$24,739,00*
					(7) Gene	ral and A	\dministr	(7) General and Administrative Costs			\$*2,380,00*
					(8) Profit						\$*4,015.00*
								Tota	If Annual Of	Total Annual Other Costs (5+6+7+8)	
									TOT	TOTAL ANNUAL PRICE	\$69,030,00*

All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.

has been granted by the County.

to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, should total to the Proposer's used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid. This cost methodology form is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be annual price as quoted in Form PW-2, Schedule of Prices.

^{**} Minimum cost for health insurance is \$1.14/hour if hourly wage rate is between \$8.32 and \$9.46, unless exemption from Living Wage requirements

COST METHODOLOGY FOR STREET SWEEPING SERVICES IN SOUTH AND WEST WHITTIER

PROPOSER: National Brainsmental Services

a division of Joe's Sweeping, Inc.

POSITION/THILE *			HoUF		S PER DAY		HOURS	ANNUAL	HOURLY	ANNUAL
(LIST EACH EMPLOYEE SEPARATELY)	SUN	NOM NOS	(TUE	WED	THO	FRI	SAT PERWEEK	HOURS	WAGE RATE	COST
Sweetern Oreitalitate 1	1	10.0	10.0 10.0	_	10.C	10.0 10.0 10.0	50.0	2,600.0	*\$10.00*	\$28,600,00 *
Sweeper (Operation: 2		7.00	8.0	0.8	8.0	8.0	32.0	1,664:0	*\$10,00*	\$16,640.00*
Sweeper Operation 3				10.0	10.0	10.01 10.01	30.0	1,560.0	*\$9.50*	\$16,302,00*
Sweeper/Operation 4	, , , , ,			10.0	10.0	10.01	30.0	1.560.0	*69.50*	\$16,302,00*
Sweepen Operation 5						8.0	8.0	416.0	*\$10,00*	\$*4,160,00*
Sweeter Operation 6				i a Santa		8.0	8.0	416.0	*\$11,00*	\$*4,576.00*
Back-up Sweepen (perrentor		1.0	1.0	1.0	1.0	1.0	5.0	260.0	*\$10,00*	\$*2,600,00*
Supervisor		0.5	0.5	1.0	2.0	4.0	8.0	416.0	*\$15,00*	\$*6,240,00*
_ MA			120			1				69
	-	And the factor of	A transfer of Sci	en en en en en en		A STATE OF THE PARTY OF THE PAR			1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	s s
Comments/Notes:						more and the second		Ţ	Total Annual Salaries	\$95,420,00*
					(1) Vac	(1) Vacations, Sick Leave, Holiday	save, Holiday			\$×7.980.00*
-			S. C.		(2) Hea	(2) Health Insurance **	- 1 -1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1			\$ N/A
					(3) Pay	roll Taxes & V	(3) Payroll Taxes & Workers' Compensation	ation		\$37.177.00*
					(4) We	(4) Welfare and Pension	lon			\$N/A
			in the state of th		,		Total Ann	ual Employee	Total Annual Employee Benefits (1+2+3+4) \$45,157,00*	\$45,157,00*
				4	(5) Eq.	(5) Equipment Costs	A market			\$85,028,00*
					(6) Ser	(6) Service and Supply Costs.	ly Costs			\$147,605,90*
	1				(7) Ger	teral and Adm	(7) General and Administrative Costs			*47,900,00*
	į	-			(8) Profit	#				\$18,214,00*
							Tot	al Annual Oth	Total Annual Other Costs (5+6+7+8) \$ 258,747,90*	\$.258,747,90*
			100		. 30			TOTA	TOTAL ANNUAL PRICE \$ 399 324 90*	\$ 300 ACF 905 \$

All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.

Minimum cost for health insurance is \$1.14/hour if hourly wage rate is between \$8.32 and \$9.46, unless exemption from Living Wage requirements

has been granted by the County.

to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, blus the gross labor costs and projected profit, should total to the Proposer's used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily; weekly, and annually by each classification; hourly and annual wages to be paid This cost methodology form is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be annual price as quoted in Form PW-2, Schedule of Prices. FORM LW-8.5

COST METHODOLOGY FOR STREET SWEEPING SERVICES IN VALINDA/HACIENDA HEIGHTS

PROPOSER: Net Licroide Environmental Services a division of Joe's Sweeping, Irc.

POSITION/TITLE *			HOURS	PER DAY			HOURS	ANNUAL	HOURLY	ANNUAL
(LIST EACH EMPLOYEE SEPARATELY)	NOS	MON	TUE	WED THU	U FRI	SAT	PER WEEK	HOURS	WAGE RATE	COST
Sweener Operator 1		10.01	01 0.01	0.0 10.0	0.01		50.0	2,600.0	*\$10.00*	\$28,600,00*
Sweeper Operator 2		11.0	11.0 1	11.0 11,0	0 10.0		54.0	2,808.0	*\$10.00*	\$31,720,00*
Sweeper Operator 3					8.0		8.0	416.0	*\$12.00*	\$*4,992,00*
Back-up Sweeper Operator		1.0	1.0 1	1.0 1.0	1.0		5.0	260.0	*\$10,00*	\$*2,600,00*
Spervisor		0.5	0.5.0	5 0.5	0.5	·	2,5	130.0	*\$15 . 00*	\$*1,950.00*
										4
										4
										(A)
				-						·s
										¢\$
Comments/Notes:								1	Total Annual Salaries \$69,862.00*	\$69,862.00*
				(1) V	(1) Vacations, Sick Leave, Holiday	Sick Leaw	e, Holiday			\$*4,987,00*
				(2) H	(2) Health Insurance **	ance **				\$N/A
				(3) P	ayroll Taxe	s & Work	(3) Payroll Taxes & Workers' Compensation	tion		\$26,797,00*
				(4) W	(4) Welfare and Pension	Pension				SN/A
							Total Ann	nual Employee	Total Annual Employee Benefits (1+2+3+4) \$31,784.00*	\$31,784.00*
				(2) E	(5) Equipment Costs	Sosts				\$40,000,00*
	-			S (9)	(6) Service and Supply Costs	Supply C	osts			\$166,130,88*
				9 (<u>/</u>)	eneral and	Administ	(7) General and Administrative Costs			\$*5,600,00*
				(8) Profit	offt					\$16,300,00*
						,	To	tal Annual Oth	Total Annual Other Costs (5+6+7+8) \$228,030.88*	\$228,030,88*
								TOT	TOTAL ANNUAL PRICE \$ 329,676,88*	\$329,676,88*

All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.

This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications

to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be pald equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, should total to the Proposer's annual price as quoted in Form PW-2, Schedule of Prices.

Minimum cost for health insurance is \$1.14/hour if hourly wage rate is between \$8.32 and \$9.46, unless exemption from Living Wage requirements has been granted by the County.



DONALD L. WOLFE, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE ALHAMBRA, CALIFORNIA 91803-1331 Telephone: (626) 458-5100 www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO: P.O. BOX 1460 ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE: AS-0

March 28, 2006

REQUEST FOR PROPOSALS – ADDENDUM 1 STREET SWEEPING SERVICES

Thank you for attending the mandatory Proposers' Conference for Street Sweeping Services on March 20, 2006.

The following clarifications and changes have been made to the Request for Proposals:

- 1. A scheduling change to alternate day sweeping will not affect this solicitation.
- 2. In regards to the increasing rates for landfill disposal, please refer to Part I, Section 3.H, Wages, Materials, and Other Costs:

It is the responsibility of the Proposer to calculate the Proposal price to take into consideration a possible escalation of wages, materials, and other costs during the contract period. The Board, County, Public Works, District(s), or Director make no representations regarding future costs or the rate of wages that may become necessary to pay employees of the contractor for the work performed during the contract period.

3. Electronic versions of the forms will not be made available.

March 28, 2006 Page 2

Please remember that proposals for this service must be received by Public Works Cashier at 900 South Fremont Avenue, Alhambra, California 91803, not later than <u>5:30 p.m., Monday, April 3, 2006</u>. If you have questions concerning the above information, please call Mr. Scott Smith at (626) 458-4055, Monday through Thursday, 7 a.m. to 5 p.m.

Very truly yours,

DONALD L. WOLFE Director of Public Works

GHAYANE ZAKARIAN, Acting Chief

Administrative Services Division

SS

P:\aspub\CONTRACT\Scott\STREET SWEEPING\2006\Addendum 1.doc

ADDITIONAL INFORMATION

north american Power Sweeping association

Dear Valued Customer,

The north american Power Sweeping association is proud to announce that **Nationwide Environmental Services** has just been awarded the designation of Certified Sweeping Company.

About naPSa, we are a non-profit organization committed to distributing pertinent sweeping industry information and valuable resources to our members. We are here to provide the street and parking area sweeping industry with an association that will make a difference.

To become a CSC, Nationwide Environmental Services had to undergo an application process that qualified them under strict guidelines including: safety, experience, continuing education, vehicle maintenance, driver training and adherence to naPSa's code of ethics.

The naPSa Code of Ethics requires **Nationwide Environmental Services** to take an oath to be dedicated to the highest standards of professionalism, integrity and competence while recognizing their responsibility to their customers, employees, and the public.

To learn more about the Certified Sweeping Company designations you can visit our website at www.naPSaOnline.com. From here you can download an application to see what the requirements are for Certified Sweeping Companies and to view the naPSa Code of Ethics that **Nationwide Environmental Services** has pledged to uphold. You may also call our office for assistance and questions regarding Certification.

Sincerely,

Amy Allen

Administrative Director



naPSa

PO Box 2114 Kalamazoo, MI 49003 Phone: (269) 383-6993 Fax: (269) 383-6994 www.napsaonline.com



COUNTY OF LOS ANGELES OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

Kenneth Hahn Hall of Administration 500 West Temple Street, Room 780 Los Angeles, California 90012 (877) 669-CBES / FAX (626) 457-3112 TDD (626) 293-5708 Website: http://oaac.co.la.ca.us Address all correspondence to: CONTRACT COMPLIANCE 1000 S. Fremont Avenue Building A-9 East, 1st Floor Mail: Unit #24 Alhambra. CA 91803-8862

50587701

Vendor #:

Dennis A. Tafoya Director

September 26, 2005

ANI SAMUELIAN NATIONWIDE ENVIRONMENTAL SERVICES 11914 FRONT ST. NORWALK, CA 906502911

Dear ANI SAMUELIAN:

Congratulations! Your business has been certified as an eligible participant in the County of Los Angeles Local Small Business Enterprise Preference Program (Local SBE). Your Local SBE certification is valid until August 31, 2008.

In order for Local SBE preference consideration, each eligible solicitation for the Local SBE preference will include the "Request for Local SBE Preference Program Consideration" form. You must complete the form and provide the above Vendor Number in your bid/proposal for each response to a County solicitation.

The County of Los Angeles Office of Affirmative Action Compliance reserves the right to request additional information and/or conduct an on-site visit at any time during the certification process and/or period to verify any documentation submitted by the applicant. If there are any changes in the State of California Office of Small Business and DVBE Certification (OSDC) SBE status, ownership, control of the firm or principal place of business during the certification period, you are required to notify this office and the OSDC immediately.

Again, congratulations on your certification. If you have any questions regarding the Local SBE Program, visit our website at http://oaac.co.la.ca.us/SBEMain.htm or call the Local SBE Customer Service at (877) 669-CBES.

Sincerely,

DENNIS A. TAFOYA DIRECTOR

OZIE L. SMITH

Senior Deputy Compliance Officer

DAT:OLS

"To Enrich Lives through Effective and Caring Service"